

DISTRIBUTOR EMPANELMENT FORM

☐ **Apex SIF** ☐ **Mutual Fund**

1. CONTACT DETAILS*

Distributor Name																										
Contact Person	☐ Mr. ☐ Ms. ☐ M/s.	F	I	R	S	T	N	A	M	E	M	I	D	D	L	E	N	A	M	E						
	L	A	S	T	N	A	M	E																		
Contact Address (for all communication, brokerage, structure, intimation & cheques)																										
City													State													
Pin					Email																					
Telephone No.					STD Code					Office																
(Mobile)					Channel	☐ Bank ☐ ND ☐ IFA																				
Status	☐ Individual ☐ Sole Proprietorship ☐ Partnership Firm ☐ Public Ltd. Co. ☐ Bank ☐ Pvt. Ltd. Co. ☐ Society/Trust ☐ Others_____																									

Photo
required
only for
individual
distributors

2. AMFI REGISTRATION DETAILS*

AMFI Registration No.	A	R	N	-											ARN Issue Date	D	D	M	M	Y	Y	ARN Valid upto	D	D	M	M	Y	Y
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3. SIF VALIDITY DETAILS

Issue Date	D	D	M	M	Y	Y	Valid upto	D	D	M	M	Y	Y
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4. BANK DETAILS*

Bank Name																									
Bank Branch													A/c No.												
A/c Type	☐ Savings ☐ Current																								
IFSC																									
Please enclose a copy of a cancelled cheque of the above bank account.																									
PAN No.													GST No.												

5. HELP US KNOW YOU BETTER

Individual: Date of Birth	D	D	M	M	Y	Y	Y	Y	Anniversary	D	D	M	M	Y	Y	Y	Y	No. of children			Ages				
Corporate: Date of Incorporation	D	D	M	M	Y	Y	Y	Y																	
Authorised Person													Designation												

6. AWARDS & ACHIEVEMENTS

Special achievements / awards in last three years _____

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

8. DECLARATION*

(a) AMFI, SEBI or any other applicable regulatory authority/body.

(b) Apex SIF, Aditya Birla Sun Life Mutual Fund (ABSL MF) or Aditya Birla Sun Life AMC Limited (formerly known as Birla Sun Life Asset Management Company Limited) or by Aditya Birla Sun Life Trustee Private Limited (Formerly known as Birla Sun Life Trustee Company Private Limited)

(c) I/We hereby declare that none of the employees of the AMC, Mutual Fund, Apex SIF, Sponsor, Associate is related to me/us as on this date of empanelment. Further, in case there is any change in aforesaid declaration, the same shall be intimated to the AMC on immediate basis.

Branch Details Of Aditya Birla Sun Life AMC Ltd

FOR OFFICE USE

Where did you hear about this page?

Checklist

Fields marked with * are mandatory.
The NISM-Series-XIII certificate is required only for SIF empanelment

We would be happy to know...

1. How long have you been associated with the Financial Service sector? _____(Years)

2. What financial products / services do you offer? Please tick ()

☐ Insurance ☐ Post Office ☐ RBI Bonds ☐ Fixed Deposits

☐ Primary Market (IPO) ☐ Secondary Market (Share Broking)

☐ PMS (Specify name)_____ ☐ Real Estate (Specify name)_____ ☐ Others_____

3. What would be your Total Asset Under Advice in the products mentioned above

(Mutual Funds / SIF_____) Other (Specify)_____

4. No of Offices_____ No of Employees_____

5. Are you also doing business in capacity of a Sub Broker to any entity?

☐ No ☐ If Yes, please provide the Name._____

6. Do you have any of your family members also having a separate ARN

☐ No ☐ If Yes, please provide the Name._____

7. Which are the Top 5 AMCs that you have business association with

8. Any Social Networking site that you actively use._____

9. Any other Financial Services related loyalty club that you are a member of? Please mention the name & anything regarding the club that has been a real value add for you.

10. Would you like to be mentored by any existing partner of ABSLAMC for business?

☐ Yes ☐ No

11. We would be glad to get any referral from you for empanelment with us.

ARN_____Contact No._____Email_____

COMMON DISTRIBUTOR EMPANELMENT FORM TERMS & CONDITIONS

1. The Distributor will put his best efforts in promoting the schemes of Aditya Birla Sun Life Mutual Fund ("**Fund**") and Investment Strategies of Apex SIF ("SIF") on consistent basis and shall at all times promote the products of the Fund and SIF in line with the objectives set out in the respective Funds Scheme Information Documents/ SIF Investment Strategy Information Document, Statement of Additional Information and other related marketing /promotional material (collectively referred to as "**Offer Documents**").
2. The Distributor shall not make any statement or act in a manner which shall create any expectation from the Fund or SIF or Aditya Birla Sun Life AMC Limited ("**ABSLAMC**") which is not stated in the Offer Documents.
3. Where the Distributor represents to offer advice while distributing the investment products of any scheme of the Fund or investment strategy of the SIF, the same shall be subject to a principle of 'appropriateness' of products to that customer category. Appropriateness in this regard is defined as selling only that product categorization that is identified as best suited for investors within a defined upper ceiling of risk appetite and no exception should be made in this regard. In case of execution only transactions which are not booked as 'advisory', if the Distributor has information to believe that the transaction is not appropriate, a written communication must be made to the investor regarding the unsuitability of the product and the communication shall have to be duly acknowledged and accepted by the investor. Further, a confirmation from the investor to the effect that the transaction is 'execution only notwithstanding the advice of inappropriateness from that distributor' must be obtained prior to the execution of the transaction.
4. The Distributor is not authorised to receive cash from any investor of the Fund or SIF. All applications along with cheque/draft and other transaction documents of the investors shall be lodged with the branch office of the Fund/SIF or other authorised centers. Further, the Distributor shall not, on behalf of the Fund/SIF / ABSLAMC issue receipt of any application form(s) cheque(s), demand draft(s), etc. received towards subscription or any transaction in the schemes of the Fund or Investment Strategies of the SIF.
5. The Distributor is not authorised to issue any receipt or make any commitments for and on behalf of the Fund or the SIF.
6. The Distributor hereby declares and covenants to defend, indemnify and hold the trustees of Fund/SIF, ABSLAMC, Fund, SIF and its directors, affiliates, promoters, employees, successors in interest and permitted assigns harmless from and against all claims, liabilities, costs, charges, damages or assertions of liability of any kind or nature resulting from:
 - a. Any breach of terms, covenants and conditions or other provisions hereof, or any offer documents of Fund/SIF or any actions or omissions thereunder;
 - b. Any failure to comply with applicable legislation, statutes, ordinances, regulations, circulars administrative rulings or requirements of law;
 - c. The misfeasance, malfeasance, negligence, defaults, misconduct or fraudulent acts of and/or by the Distributor or its representatives, employees, directors, agents, representatives; and
 - d. Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth herein above.
 - e. Fraudulent, improper, incorrect, wrongful or negligent performance, work, service, act or omission by the Distributor including any of its employees, and representatives;
 - f. Wilful misconduct of the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives; and
 - g. Breach of any term or condition mentioned herein by the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives. The indemnity shall survive the termination of this Common Distributor Empanelment Form.
7. The Distributor shall be permitted to engage in cross selling of the products offered by the ABSLAMC through the Fund and the SIF, subject to undertaking adequate due diligence to ascertain the risk appetite of the concerned investor and disclosure of all necessary risks attached to each product which is suggested/marketed to such investor.
8. The Distributor shall be eligible to receive commission on amounts mobilised by him/her under each scheme/investment strategy and undertake not to rebate commission (either directly or indirectly) back to investors or attract investors through temptation of rebates/gifts, pass back commission, etc. The amount of commission and/or incentive may vary from time to time and from scheme to scheme or one investment strategy to another. The commission shall be exclusive of all applicable taxes. Aditya Birla Sun Life AMC Limited reserves the right to recover any excess Goods and Services Tax (GST) paid on commissions to the Distributor and such recovery may be effected from the relevant Scheme and/or applicable investment strategy.
9. The Distributor will not hold the Fund or SIF responsible for any loss incurred by it/him/her which not anticipated and arising out of any revision in the rate of commission or change of terms and conditions of distribution as per the agreement entered into between ABSLAMC and the Distributor. The Fund/SIF/ABSLAMC will not be responsible for any misplaced brokerage cheques or other related matter.
10. The performance of the Distributors will be closely monitored and these not meeting the performance criteria may be terminated at sole discretion of the Fund/SIF/ ABSLAMC or by ABSLAMC on behalf of the Trustee, as per the terms of the agreement executed with the Distributor and which decision shall be final and binding on the Distributor.
11. The Distributor's appointment shall be reviewed after one year of appointment as per guidelines set by the Fund/SIF and/or ABSLAMC. The Fund/SIF and/or ABSLAMC shall have the right to terminate the empanelment of a Distributor at any without assigning any reason thereof. A Distributor may also terminate this arrangement at any time after informing Fund/SIF and/or ABSLAMC, in line with the terms mutually decided by the parties in their agreement.
12. The Distributor shall at all times conduct itself with propriety and decorum and in a manner which is not detrimental to the interests of the Fund and/or ABSLAMC.
13. The Distributor shall disclose all commissions paid (in the form of trail commission or any other mode) payable to them for different competing investment strategies of various specialized investment funds and schemes of other mutual funds from amongst which the investment strategy of the SIF and schemes of the Fund are being recommended to a concerned investor.
14. The Distributor agrees to comply with the relevant provisions of the Prevention of Money-Laundering Act, 2002 and Know Your Client norms laid down by SEBI and AMFI as applicable and amended from time to time along with any other requirements prescribed in this regard under applicable law. The onus of conducting/adhering to the KYC norms is on the Distributor and the Distributor will ensure proper verification of identity of clients/investors.
15. The Distributor shall be responsible for providing the foreign inward remittance certificate or the certificate evidencing the subscription by way of debit to the NRE/ FCNR account of any non-resident Indian investor, within five days from the receipt of subscription by the Fund/SIF from such investor.
16. The Distributor agrees not to distribute the schemes of the Fund and the products of the investment strategy of SIF to such investors who are prohibited or restricted from making such investments in India. In situations where the Distributor is unclear about the status of a prospective investor to whom distribution services are to be provided, the Distributor shall first consult ABSLAMC.
17. The Distributor agrees and undertakes not to include or enforce any clause in its agreement or communication with any investor of Fund/SIF that seeks to indemnify the Distributor or its employees, agents, or representatives from any liability for advice, representation, or recommendation made to the investor.
18. The Distributor shall not in any way pledge or have any lien or charge on the properties of ABSLAMC, the SIF or Fund, Trustee or any investor, that are in its possession, towards the fees payable to the Distributor for the distribution services rendered.
19. The Distributor shall be solely responsible for resolution of all the investor grievances/complaints arising due to any acts or omission or gross negligence, misrepresentation, fraud or mistake not directly attributable to the Fund/SIF or ABSLAMC and arising out of any action or omission by the Distributor or its employees and shall provide complete assistance to ABSLAMC for redressal of complaints.
20. The Distributor shall not have any direct or indirect association with another person who (i) provides advice or any recommendation, directly or indirectly, in respect of or related to a security or securities, unless the person is registered with or otherwise permitted by SEBI to provide such advice or recommendation; or (ii) makes any claim, of returns or performance expressly or impliedly, in respect of or related to a security or securities, unless the person has been permitted by SEBI to make such a claim.
21. Distributor shall keep confidential all information received from ABSLAMC/Fund/SIF its Registrars pursuant to this Agreement save and except which may be required to be disclosed under law.
22. The Distributor shall at all times satisfy the 'fit and proper' criteria as specified by ABSLAMC at the time of empanelment.
23. The Distributor shall not handle pay-out and pay-in of funds and/or schemes of the Fund /Products of the Investment Strategies of the SIF, on behalf of investors.
24. The Distributor confirms having read the Code of Conduct or Mutual Fund Distributors prescribed by AMFI and undertakes to adhere to the same at all points of time during the empanelment of such Distributor with the Fund.
25. In case of an individual Distributor, such Distributor shall nominate his/her nominee as per guidelines issued by SEBI and/or AMFI. In the event of non-availability of nomination, ABSLAMC shall disburse the unclaimed amount obtaining necessary documents and verifications on best effect basis, in line with regulatory requirements.
26. The Distributor confirms that it/he/she will canvass business for the Fund and SIF in accordance with AMFI guidelines and norms for intermediaries and any rules and regulation that may be framed or amended by AMFI or SEBI from time to time.
27. The Distributor shall not issue any advertising or promotional material of the Fund/ SIF /ABSLAMC or on their behalf of or on behalf of the Trustee, without obtaining prior approval in writing from the Fund/ABSLAMC. In particular, the Distributor shall not communicate to the investors of the Fund or SIF or the public at large, any

COMMON DISTRIBUTOR EMPANELMENT FORM TERMS & CONDITIONS

- information whether by way of advertisement or sales literature or any other mode of communication which can impact investors' decision making, other than those specifically approved and provided to the Distributor by the Fund or SIF/ABSLAMC. The Distributor shall refrain from assuring any returns or making any remark or statement or representation pertaining to any of the schemes of the Fund or Investment Strategies of the SIF, which pertain to returns or assured returns, guarantee, performance etc. and also ensure that whenever performance figures and related information are given, the same are in line with the approved Offer Documents and the risk factors specified therein, are clearly and completely stated and communicated to the investors.
28. The Distributor shall neither use nor display the name, logo or mark of the ABSLAMC/Fund/SIF (or any logo or make similar thereto) in any manner whatsoever except as agreed by the ABSLAMC/Fund/SIF in writing and under no circumstance after termination of this Agreement.
29. Disputes arising out of this arrangement will be subject to the jurisdiction of the courts Mumbai city only.
30. Distributor can commence business after receipt of confirmation letter from ABSLAMC. Any change in contact person/address of the Distributor, will be intimated to the assigned Relationship Manager of ABSLAMC, by the 15th of the succeeding month.
31. The Distributor has to submit a self declaration to the Fund/ABSLAMC, as per the format provided by AMFI from time-to-time, by 31st March every year, Any non-compliance regarding the same will attract suspensions of payment of brokerage by the Fund.
32. Where the Systematic Investment Plan ("SIP") by an investor is not continued for either a scheme of the Fund or an investment strategy of SIF or both, the trail commission by ABSLAMC to the Distributor shall be recovered on a pro-rata basis from the Distributor for the period for which the commission is paid, from the concerned scheme and/or investment strategy.
33. Where the Distributor is changed on the request of an investor, ABSLAMC may consider making payment of trail commission to the new transferee distributor after a cooling-off period of 12 (twelve) months from the date of change of the distributor code in the unitholder database of ABSLAMC. The payment of commission to the new (transferee) distributor shall be based on the lower of the commission rate (as applicable on the date of change of distributor code) of the transferor and transferee distributor. Other than the trail commission referred to above, no other payments of any nature whatsoever, including incentives or commissions, shall be made on account of change of distributor code, on a prospective basis.
34. The Distributor shall not offer any indicative portfolio and indicative yield regarding the investment products under the schemes of the Fund or Investment Strategies of the SIF, to investors.
35. The Distributor agrees and undertakes to inform the Aditya Birla Sun Life AMC Limited in the event of any change (i) in its constitution or control or (ii) in its business activities, (iii) in address, change in authorized person(s) or any other changes, which are material in nature and which would in the view of Distributor affect its agreement with Aditya Birla Sun Life AMC Limited, as soon as reasonably practicable, but not less than 3 workings days, prior to effecting such changes.
36. The Distributor shall not prohibit or restrict the unit holders from approaching the Aditya Birla Sun Life AMC Limited directly for any financial or non-financial transaction under any folio and Aditya Birla Sun Life AMC Limited from servicing such transactions or requests. Distributor shall not make it mandatory for the Unit Holders to execute a power of attorney in its favour for transacting in the Units of the Fund/SIF.
37. 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 Common Distributor Empanelment Form and arrangement with the Aditya Birla Sun Life AMC Limited, or for any obligations, liabilities, benefits or rights without prior written consent of Aditya Birla Sun Life AMC Limited.
38. Distributor agrees to sign such other documents, deeds and writings as may be required by the Fund/SIF.
39. The Distributor undertakes, represents and warrants that it has obtained the necessary consents, approvals and licences under the applicable law to which it is subject, and to deliver all necessary constitutional documents to ABSLAMC which enables it and/or permits the carrying on of the activity of distribution of mutual fund units/products of SIF in terms of the covenants herein.
40. In case of an individual Distributor, the Distributor confirms that he/she holds a valid ARN (AMFI registration number) or EUIN (Employee Unique Identification Number) for the purpose of distribution of schemes of the Fund and products of the Investment Strategies of the SIF and have obtained relevant approvals / licenses from AMFI for the purpose of distributing schemes of the Fund and SIF products. Further, the Distributor also confirms that for distributing schemes of the Fund, he/she has a valid NISM-Series-V-A: Mutual Fund Distributors Certification Examination and for SIF products, he/she has a valid NISM Series-XIII: Common Derivatives Certification Examination, which has been cleared. The Distributor also understands and agrees that its SIF registration with AMFI shall be co-terminus with its NISM certification specified herein, and shall ensure that during its empanelment with the SIF/ABSLAMC it shall continue to possess a valid NISM-Series-V-A: Mutual Fund Distributors Certification Examination, NISM Series-XIII: Common Derivatives Certification.
41. In case of a non-individual Distributor, the Distributor confirms that it has a valid ARN issued by AMFI and also has a valid SIF registration with AMFI, both of which shall be renewed and remain valid during the tenure of empanelment of the Distributor with the Fund/SIF and ABSLAMC. Further, the Distributor shall ensure that its employees who shall be in charge for distributing and/or sale of the schemes of the Fund have a valid NISM-Series-V-A: Mutual Fund Distributors Certification Examination. The Distributor shall ensure that its employees who shall be in charge for distributing and/or sale of the SIF products have a valid NISM Series-XIII: Common Derivatives Certification Examination, which has been cleared and one of such employees is a EUIN (Employee Unique Identification Number) holder. In the event of ARN/EUIN and/or NISM certification of an employee in charge of distributing the SIF or Fund products becoming invalid while rendering services to ABSLAMC, the Distributor shall ensure that such employees are forthwith restricted from distributing and/or selling and/or interacting with investors for the sale of SIF/Fund products till such employee obtains a valid ARN/EUIN and/or NISM certification.
42. The Distributor understands and confirms that in case its ARN or EUIN or NISM certification lapses or is rendered invalid, ABSLAMC shall have the right to take necessary action including de-empanelment or termination of engagement with the Distributor, in line with agreement executed between the parties. Further, it is clarified that during the period of suspension, commission on any business canvassed by the Distributor prior to the date of suspension shall stand forfeited. All purchase and switch transactions (including SIP/STP transactions) registered prior to the date of suspension and fresh SIP/STP received under the suspended ARN code shall be processed under direct plan of the concerned scheme of the Fund or investment strategy or, and such transactions received through stock exchange platforms shall be rejected.