



DISTRIBUTOR EMPANELMENT FORM - SIF

1. CONTACT DETAILS*

Distributor Name																									
Contact Person	<input type="checkbox"/> Mr. <input type="checkbox"/> Ms. <input type="checkbox"/> 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 <input type="checkbox"/> Bank <input type="checkbox"/> ND <input type="checkbox"/> IFA															
Status	<input type="checkbox"/> Individual	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> Public Ltd. Co.	<input type="checkbox"/> Bank	<input type="checkbox"/> Pvt. Ltd. Co.	<input type="checkbox"/> Society/Trust	<input type="checkbox"/> Others.....																	

Photo required only for individual distributors

2. SIF VALIDITY DETAILS*

AMFI Registration No.	A	R	N	-											Issue Date	D	D	M	M	Y	Y	Valid upto	D	D	M	M	Y	Y
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3. BANK DETAILS*

Bank Name																										
A/c No.																										
A/c Type	<input type="checkbox"/> Savings	<input type="checkbox"/> Current	IFSC																							
Please enclose a copy of a cancelled cheque of the above bank account.																										
PAN No.																GST No.										

4. 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							

5. AWARDS & ACHIEVEMENTS

Special achievements / awards in last three years _____

Fields marked with * are mandatory.

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_____

Terms & Conditions

- a) The Distributor shall put his best efforts in promoting the investment strategy of Apex SIF ("SIF") on a consistent basis and shall ensure the investment strategy in line with the objectives set out in the respective offer documents of SIF.
- b) The Distributor shall ensure that whenever performance figures and related information are provided, the same are in line with the marketing material of SIF provided by Aditya Birla Sun Life AMC Limited and the risk factors specified therein, are clearly and completely stated and communicated to the investors.
- c) The Distributor shall be eligible to receive commission on amounts mobilised by him/her under SIF and undertake not to rebate commission back to investors or attract investors through temptation of rebates/gifts, pass back commission, etc. The amount of commission received by the Distributor may vary from time to time. The commission shall be exclusive of all applicable taxes.
- d) 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.
- e) The Distributor shall disclose to the investors all commissions paid (in the form of trail commission or any other mode) or payable to the Distributor for different competing investment strategies of various specialized investment funds and schemes of other mutual funds from amongst which the schemes are being recommended to a concerned investor.
- f) Where the Distributor claims to offer advice while distributing the investment strategy of SIF, the same shall be subject to a principle of 'appropriateness' of products to that customer category. Appropriateness is defined as selling only those product categories 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 that are not booked as 'advisory', if the Distributor believes 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 be duly acknowledged and accepted by the investor. Further, confirmation from the investor that the transaction is 'execution only, notwithstanding the advice of inappropriateness from the Distributor must be obtained prior to the execution of the transaction.
- g) The Distributor confirms having read the Code of Conduct prescribed by AMFI and undertakes to adhere to the same at all points in time during the empanelment with Aditya Birla Sun Life AMC Limited.
- h) In case of an individual Distributor, such Distributor shall nominate his/her nominee as per guidelines issued by Securities and Exchange Board of India ("SEBI") and/or Association of Mutual Funds in India ("AMFI"). In the event of non-availability of nomination, Aditya Birla Sun Life AMC Limited shall disburse the unclaimed amount, obtaining necessary documents and verifications on best effort basis, in line with regulatory requirements.
- i) The Distributor shall not issue any advertising or promotional material of the SIF / Aditya Birla Sun Life AMC Limited on their behalf or on behalf of the trustee, without obtaining prior written approval from Aditya Birla Sun Life AMC Limited. In particular, the Distributor shall not communicate to the investors of the SIF or the public at large, any 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 SIF / Aditya Birla Sun Life AMC Limited.
- j) The Distributor may commence business after receipt of confirmation letter from Aditya Birla Sun Life AMC Limited. Any change in the Distributor's contact person or address must be communicated to the assigned Relationship Manager of Aditya Birla Sun Life AMC Limited on or before the 15th of the succeeding month.
- k) The Distributor shall submit a self-declaration to the SIF/Aditya Birla Sun Life AMC Limited, as per the format provided by AMFI from time-to-time, by 31st March every year. Any non-compliance will attract suspensions of payment of Brokerage by Aditya Birla Sun Life AMC Limited.
- l) The Distributor shall comply with all Know Your Client (KYC), Anti-Money Laundering (AML) and Counter Terrorist Financing requirements under the Prevention of Money Laundering Act, 2002, SEBI/AMFI guidelines and other Applicable Laws. The Distributor shall be responsible for verifying investor's identity, maintaining records, obtaining and retaining KYC documentation, downloading KRA/MF KYC records, and furnishing such information to Aditya Birla Sun Life AMC Limited or regulators as may be required. The Distributor shall establish and maintain adequate internal AML policies, procedures and controls and shall immediately notify Aditya Birla Sun Life AMC Limited of any suspicious transactions or regulatory non-compliance.
- m) The Distributor agrees not to distribute the schemes 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 Aditya Birla Sun Life AMC Limited.
- n) The Distributor shall not have any lien or charge on the properties of Aditya Birla Sun Life AMC Limited or any investor, that are in its possession, towards the fees payable to the Distributor for the distribution services rendered.
- o) The Distributor understands and agrees that in case the Distributor has an excessive portfolio turnover ratio, i.e., more than two times the industry average, Aditya Birla Sun Life AMC Limited shall be entitled to carry out additional due diligence on the Distributor.
- p) The Distributor shall be solely responsible for the resolution of all the investor grievances/complaints arising due to any acts or omission or gross negligence, misrepresentation, fraud or mistake and shall provide full assistance to Aditya Birla Sun Life AMC Limited for redressal of such complaints. Aditya Birla Sun Life AMC Limited shall not be liable for any loss or claim arising out of actions attributable to the Distributor, and the Distributor shall indemnify Aditya Birla Sun Life AMC Limited against all losses arising therefrom.
- q) The Distributor agrees and undertakes not to include or enforce any clause in its agreement or communication with any investor of the 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.
- r) The Distributor hereby declares and covenants to defend, indemnify and hold the trustees of SIF, ABSLAMC 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 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 Distributor Empanelment Form.
- s) 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.
- t) The Distributor shall at all times satisfy the 'fit and proper' criteria as specified by Aditya Birla Sun Life AMC Limited at the time of empanelment.
- u) The Distributor shall not handle pay-out and pay-in of schemes on behalf of investors.
- v) The Distributor undertakes to adhere to the applicable Code of Conduct prescribed by AMFI at all points in time during the empanelment of such Distributor with Aditya Birla Sun Life AMC Limited.
- w) Where an investor discontinues the Systematic Investment Plan ("SIP") under the investment strategy of the SIF, the trail commission paid by Aditya Birla Sun Life AMC Limited to the Distributor shall be recovered on a pro rata basis for the period for which such commission was paid. The Aditya Birla Sun Life AMC Limited shall be entitled to recover the said amount from the Distributor, and such recovery may be effected from the concerned Scheme and/or investment strategy, as applicable.
- x) Where the Distributor is changed on the request of an investor, Aditya Birla Sun Life AMC Limited 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 Aditya Birla Sun Life AMC Limited. 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 a change of distributor code, on a prospective basis.
- y) The Distributor shall not offer any indicative portfolio and indicative yield regarding the schemes to investors.
- z) 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 working days, prior to effecting such changes.
- aa) 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 SIF.
- bb) 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 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.
- cc) Disputes arising out of this arrangement will be subject to the jurisdiction of the courts Mumbai city only.
- dd) 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 and have obtained relevant approvals / licenses from AMFI for the purpose of distributing specialized investment funds products. Further, the Distributor also confirms that he/she has a valid NISM Series-XIII: Common Derivatives Certification Examination, which has been cleared. The Distributor also understands and agrees that its registration with AMFI for distribution of specialized investment funds shall be co-terminus with its NISM certification specified herein and shall ensure that during its empanelment with the SIF/Aditya Birla Sun Life AMC Limited and it shall continue to possess a valid NISM Series-XIII: Common Derivatives Certification.
- ee) In case of a non-individual Distributor, the Distributor confirms that it has a valid ARN issued by AMFI and also has a valid registration with AMFI for distribution of specialized investment funds, both of which shall be renewed and remain valid during the tenure of empanelment of the Distributor with the SIF and Aditya Birla Sun Life AMC Limited. Further, the Distributor shall ensure that its employees who shall be in charge for distributing and/or sale of the specialized investment funds 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 specialized investment funds products becoming invalid while rendering services to Aditya Birla Sun Life AMC Limited, 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/ specialized investment funds products till such employee obtains a valid ARN/EUIN and/or NISM certification.
- ff) The Distributor understands and confirms that in case its ARN or EUIN or NISM certification lapses or is rendered invalid, Aditya Birla Sun Life AMC Limited 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 and such transactions received through stock exchange platforms shall be rejected.