



Distributor Empanelment Form



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Distributor Details (Please fill in Block Letters)

*Name (Mr. / Ms. / M/s.)

*Address For Communication

City State Pin

E-mail

PLEASE AFFIX
A RECENT
PASSPORT SIZE
PHOTOGRAPH
(ONLY FOR
INDIVIDUALS)

*Contact Details (O) STD Residence STD

Mobile Fax STD

*Status ☐ Individual ☐ Company Bank ☐ Partnership Firm ☐ Others:

*Date of Birth DD MM YY YY YY YY Date of Anniversary DD MM MM YY YY YY YY Educational Qualification

*PAN No. (Mandatory-Please attach copy) DD DD MM MM YY YY YY YY If Non-Individual, Contact Person's Name(s) (Mr./Ms.)

Designation Date of Incorporation DD DD MM MM YY YY YY YY

*AMFI Certification Details (Please attach a copy of the AMFI certificate & ARN card)

Business Model: ☐ Execution ☐ Advisory

AMFI Registration No. Passed on DD DD MM MM YY YY YY YY Valid up to DD DD MM MM YY YY YY YY

*Status ☐ Individual ☐ Company Bank ☐ Partnership Firm ☐ Others:

Certifications Details

☐ CIWM ☐ CFA ☐ CA ☐ CFP ☐ FRM ☐ ICWA ☐ CWM

*Bank Account Details (Brokerage cheques will contain the account details to avoid fraudulent encashment)

Bank Name Branch

City Address

Account Type ☐ Savings ☐ Current Bank Account No.

Mode of Payment ☐ Direct Credit# (MICR code):

☐ RTGS/NEFT# (Please Provide RTGS/IFSC code): # (Please attach a copy of cheque)

*Kindly tick if you satisfy any of the below criteria:

- Multiple point presence (more than 20 locations) ☐
- AUM raised over Rs.100 Crore across industry in the non institutional category?
Including high network individual ☐ Excluding high network individual ☐
- Commission received of over Rs.1 Crore p.a. across industry ☐
- Commission received of over Rs. 50 Lakhs from a single Mutual fund ☐

Mandatory to tick the relevant declaration given below:

We hereby declare that :

- ☐ We qualify as per the criteria above and here by furnish details required for Due Diligence as laid down in SEBI circular no. Cir /IMD/ DF/ 13/2011 dated August 22, 2011.
- ☐ We do not satisfy any of the above criteria and undertake to keep you informed in future in case we qualify under any of above criteria

Nomination Details For Brokerage/ Commission (In case of Individual Distributor/Agent Only)

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

Nominee Name

Date of Birth (If Minor) DD DD MM MM YY YY YY YY Relationship Guardian Name (In case of Minor)

Address of Nominee / Guardian

City State Pin

Place

*Signature of Distributor

DISTRIBUTOR EMPANELMENT FORM

For office use only

Date

D	D	M	M	Y	Y	Y	Y
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Relationship Manager

AMC HO/ Branch

Categorization

Distributor Classification (any one)

	Local	Regional	National
IFA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PSU Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

	Local	Regional	National
Private / Foreign Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Partnership Firm	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Alternate Channel	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Recommended by (Branch Head)

Name	<input type="text"/>
Signature	<input type="text"/>

Accepted and Confirmed by (Client Experience Officer)

Name	<input type="text"/>
Signature	<input type="text"/>

Checklist for Documents to be Submitted

Documents	IFA/ Proprietorship	Partnership Firm	Company
Copy of the AMFI Certificate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of the ARN Card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
PAN Card copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Memorandum & Articles of Association	NA	NA	<input checked="" type="checkbox"/>

Documents	IFA/ Proprietorship	Partnership Firm	Company
Principal Officer Details, Authorised Signatory List	NA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Partnership Deed & Resolution	NA	<input checked="" type="checkbox"/>	NA
Board Resolution	NA	NA	<input checked="" type="checkbox"/>

*Indicates Mandatory Fields

Mutual Fund investments are subject to market risks, read all scheme related documents carefully.

(2)

IT IS HEREBY AGREED, DECLARED, CONFIRMED AND RECORDED BY THE DISTRIBUTOR THAT::

1. The statements made by the Distributor and its representatives ("Distributor") in the Distributor Empanelment Form ("Form") and the terms and conditions agreed upon shall be the basis of the Contract & the Distributor shall be legally bound by the same. The terms not defined under this Form shall have the meaning as assigned in the Distributor Empanelment Contract ("Contract").
2. The Distributor shall carry out such directions and instructions as may from time to time be issued by the Abakkus Investment Managers Private Limited ("Asset Management Company" / "AMC"), being the Asset Management Company of Abakkus Mutual Fund, in this regard.
3. The Distributor and its representatives who are involved in distribution of Abakkus Mutual Fund ("Mutual Fund") products must have cleared the AMFI (Association of Mutual Funds in India) Test Certificate (Advisory module), or any other exam as notified by AMFI and / or the Securities and Exchange Board of India ("SEBI"), from time to time, and copy of ARN No. (AMFI Registration Number) letter must be submitted by the Distributor to the AMC, for its verification and records. The Distributor shall be in compliance with all the SEBI and AMFI notifications as issued from time to time. It shall be registered with AMFI and shall be permitted to use the infrastructure of the concerned stock exchange for the purchase/redemption of mutual funds.
4. 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, along with a certified true copy of the Memorandum of Association (MOA) and Articles of Association (AOA), Bye-laws, Partnership Deed, Principal Officer details, Authorised Signatories list and Certificate of Registration should be submitted.
5. The Distributor shall ensure that all such client-facing team members hold valid registrations, including sub-agency codes, certifications as prescribed by the Regulatory Authorities from time to time.
6. The AMC, subject to proper review of the KYC requirements, documents, proper undertakings/ declarations and this Form, shall onboard the Distributor for the purpose of Mutual Fund Distribution.
7. Distributor shall commence business after receipt of the empanelment confirmation letter from Mutual Fund or the AMC. Any change in contact person or the address will be intimated to the Relationship Manager on the Distributor's letterhead by the 15th (fifteen) of the month so that the changes can be registered in our records and brokerage/commission payments and intimation advice can be addressed/sent to the correct person/address in the following month. In case such change is intimated before the 15th (fifteen) of the month, such change shall be considered in the same month; however, if the change is intimated after the 15th (fifteen) of the month, the same shall be considered in the following month.
8. The Distributor shall be responsible for proper affixation of the code numbers. The AMC is not responsible in case of any disputes, if the same is not properly affixed by the Distributor.
9. The Distributor and its representatives must read and understand the Statement of Additional Information ("SAI") and Scheme Information Document ("SID") of the respective scheme(s) carefully and explain the risks, investment objectives and the special features of the schemes to the investors. The Distributor must not make any representation concerning units of the schemes of Mutual Fund except those contained in the SAI and SID of the respective scheme(s), the Key Information Memorandum containing Application Forms, Addenda and other printed/electronic information issued by the AMC as information supplemental to such documents. The Distributor shall not make any claim or guarantee in terms of performance or returns, whether implicitly or explicitly. In case of any conflict in the terms of the concerned Scheme Information Document and requirements specified under the Regulations, the Distributor shall promptly bring to the notice of the AMC such discrepancy and the Parties shall mutually agree upon the steps to be executed.
10. The Distributor shall use only such SAI and SID, Key Information Memorandum containing Application Forms and advertising material provided by the AMC and the Distributor shall not design its own advertisement of the Scheme(s) of Mutual Fund unless it has obtained prior approval in writing from the AMC. Such marketing and advertising carried out by the Distributor shall be in strict compliance with the Sixth Schedule of the SEBI (Mutual Funds) Regulations, 1996 and any other code prescribed by Regulatory Authorities from time to time.
11. The Distributor declares, represents and undertakes that:
 - a. (i) the Distributor is authorised to act as an agent for the investor; (ii) the relationship between the AMC and the Distributor is one of principal to principal; (iii) each transaction is initiated solely upon the order of such investor; (iv) each transaction is for the account of such investor and not for the Distributor's own account; (v) each investor will be provided by the Distributor with a copy of the Key Information Memorandum / SAI and SID with respect to the relevant Scheme and will be allowed to inspect or receive a copy of the SAI and SID with respect to the relevant Scheme; (vi) The Distributor will ensure that the investor has read and understood the scheme documents and the risk associated with such scheme and recommendation shall be made as per the risk appetite of the investor; (vii) as between the Distributor and the investor, the investor will have full registered ownership of the Units; (viii) the Distributor shall make appropriate disclosures to the investors that units of Mutual Fund are not endorsed by the Distributor and there is no conflict of interest and do not constitute an obligation of the Distributor.
- b. This relationship is expressly established subject to the AMC/Mutual Fund/Trustee Company being allowed to (i) appoint other Distributors to sell the Units of Scheme(s); and (ii) sell Units of Scheme(s) directly to investors.
- c. The Distributor agrees that the agreement, if any, between the Distributor and sub-distributor(s) shall not contain any clauses which are contrary to what is stated in the terms and conditions of this Form and the Contract entered with the AMC. The Distributor shall ensure that any sub broker appointed complies with such terms, conditions and standards as are laid down in this Form for distribution of units. AMC shall not be liable to any person on account of any act/omission of any sub broker and that there would be no privity of contract between the AMC and the sub-broker. This Form and Agreement shall mutatis mutandis apply to sub-distributor.
- d. The Distributor shall provide such assistance as may be required by investors / the Registrar and Transfer Agent / the AMC to redress investor complaints and other issues relating to the distribution of units by the Distributor or otherwise, including co-ordination with the authorised collecting branches of the Distributor and the Registrar and Transfer Agent, within 5 (Five) days of receipt by the Distributor of any such complaint or particulars of any issue.
- e. Any discrepancy or inaccuracy in the information pertaining to investor transactions submitted or shared by the Distributor due to its negligence or fault shall be the sole responsibility of the Distributor. In this regard, any loss or damage caused to such investor due to such negligence or fault of the Distributor, shall be duly compensated by the Distributor.
- f. In case the Distributor receives any brokerage/commission which is not due or payable to the Distributor, Mutual Fund / AMC shall be entitled to recover or adjust all such amounts wrongly paid to the Distributor.
- g. The Distributor shall not have any claim against the AMC / Mutual Fund/ Trustee Company for any loss incurred by him/her/it as not anticipated and arising out of any revision in the rate(s) of brokerage/commission for business canvassed.
- h. The Distributor shall not in any way pledge or have any lien or charge on the properties of the AMC / Mutual Fund in its possession, for the brokerage/commission payable to the Distributor for distributing units of Mutual Fund.
- i. The Distributor shall comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and Prevention of Money Laundering Act, 2002 and Rules and Regulations issued there under and circulars, notifications, guidelines etc. issued by SEBI/AMFI and any other regulatory or revenue authority 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 abide by and adhere to it at all times. Particular attention of the Distributor is drawn to satisfy the 'Fit and Proper' criteria in terms of Securities and Exchange Board of India (Intermediaries) Regulations, 2008. The Distributor would be responsible to ensure that its employees and appointed sub-brokers also comply/ adhere to such provisions.
- j. The Distributor shall neither use nor display the name, logo or mark of the AMC (or any logo or make similar thereto) in any manner whatsoever except as agreed by the AMC in writing and under no circumstance after termination of the Contract.
- k. 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.
- l. The Distributor shall not be entitled without the prior consent in writing of the AMC to assign, transfer, charge or in any manner make or create any third party right or interest in the Contract or the Distributor's obligations or liabilities hereunder.
- m. The Distributor will provide all co-operation to enable the AMC undertake and complete the procedure needed to comply with applicable regulation relating to prevention of 'money laundering', 'Know Your Customer' (KYC) guidelines and Empanelment of Distributors and undertakes that the Distributor will conduct KYC of its investors and not promote any transaction which is viewed by him/her/it as suspicious in terms of PMLA Act, rules and circulars, as amended from time to time. The Distributor shall further comply with requirements as prescribed by the AMC from time to time.
12. The AMC has a right to take action including termination of services without any notice, against the Distributor for instances of market abuse and malpractices including front running, unfair trade practices, insider trading, etc. Further, the Distributor fund partners shall be bound by duties and responsibilities akin to the terms specified herein and in the Contract; any loss or damage caused due to the act or omission of the Distributor Fund Partners, shall be the sole responsibility of the Distributor.
13. The Distributor shall be eligible to receive brokerage/commission on amounts mobilized by him / her/it under each scheme and undertakes not to rebate brokerage/commission back to investors or attract investors through temptation of rebates /gifts, pass back commission etc. The amount of brokerage/commission and /or incentive paid to the Distributor may vary from time to time and from scheme to scheme (Net of Statutory levies). AMC will not be responsible for payment of any compensation/brokerage/commission to the employees of the Distributor.
14. The Distributor or its representatives are not authorised to issue any receipt for cheques and demand drafts received along with the application forms on behalf of the AMC. The Distributor or its employees shall at no point of time receive cash on behalf of Mutual Fund.

15. The Distributor declares and covenants with the AMC to defend, indemnify and hold Mutual Fund, AMC and Trustee Company, its affiliates, promoters, employees of the AMC, Trustee Company, successors in interest and permitted assigns harmless from and against all claims, damages or assertions of liability of any kind or nature resulting from:
 - a. Any breach, by the Distributors of terms, covenants and conditions or other provisions hereof, or provisions contained in the SAI and SID or any actions or omissions there under;
 - b. Any failure on the part of the Distributor to comply with all applicable legislation, statutes, ordinances, regulations, administrative ruling or requirements of law;
 - c. The misfeasance, malfeasance, fraudulent acts, mis-representation, omission, wilful misconduct and mis-selling activities of the Distributor and its representatives; and
 - d. Any and all claims, actions, suits, proceedings, assessments, settlements, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.
16. The appointment of the Distributor shall be liable to be terminated by the AMC forthwith:
 - a. If he/she/it/Principal Officer is found to be a minor or adjudicated as an insolvent or found to be of unsound mind by a court of competent jurisdiction;
 - b. If in course of any judicial proceeding or otherwise it is found that he/she/it has knowingly participated in or connived at any fraud, dishonesty or misrepresentation against the AMC or any unit holder of Mutual Fund;
 - c. If the AMC is satisfied that any statement made in the Distributor Empanelment Form was false or misleading or calculated to mislead;
 - d. If he /she/it/Principal Officer acts in any other manner prejudicial to the interest of the AMC / Mutual Fund/Trustee Company/Investor;
 - e. If he /she/it/Principal Officer does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law;
 - f. Upon disqualification or withdrawal of Regulatory or Government Approval to act in his/her/its/Principal Officer's capacity; and
 - g. Any other reason deemed fit by the AMC.
17. In addition to what is stated in the preceding paragraphs the AMC shall have the right to terminate the appointment of the Distributor at any time by giving the Distributor 10 (ten) days written notice and without assigning any reasons thereof. The Distributor may also terminate the Distributor arrangement at any time by giving 10 (ten) days written notice to the AMC. Upon any termination (in respect of point 13), the Distributor shall forthwith return or destroy all documents, papers and surrender all material pertaining to the AMC / Mutual Fund and / or belonging to the AMC / Mutual Fund to the AMC, as agreed in the Contract.
18. The Distributor has to submit a SELF DECLARATION as per format provided by AMFI, from time to time by 30th June every year. Any noncompliance of such circular will attract suspension of payment of brokerage/commission by the AMC.
19. Mutual Fund will endeavour to credit the brokerage/commission amount into the Distributor's Bank Account through any of the electronic modes of transfer (RTGS/NEFT/Direct Credit /ECS) available in the banking system, subject to relevant information being provided by the Distributor. In case of bank not crediting the account with/without assigning any reason thereof or if the transaction is delayed or not effected at all for reasons of incomplete or incorrect information or if the account number furnished by the Distributor is incorrect, Mutual Fund/ AMC /Trustee Company will not be held responsible for the credit going to the wrong account. Further, Mutual Fund/ AMC /Trustee Company reserves the right to issue a demand draft/payable at par cheque in case it is not possible to make payment by direct credit.
20. The nominee of individual Distributor will receive trail brokerage/commission on business done before the demise of the Distributor holding ARN card. The nominee will not be entitled for any brokerage/commission on SIP (Systematic Investment Plan) instalments 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/ individual Distributor.
21. This contract shall be effective from the date on which this Agreement shall be executed by the AMC.
22. In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.
23. The Distributor certifies that he/she/it/principal officer has the express authority from the constitutional documents to undertake distribution of the units of the Mutual Funds and the AMC/ Mutual Fund/Trustee Company would not be responsible if the distribution of the units of the Mutual Funds is ultra vires and the distribution activity is contrary to the relevant constitutional documents.
24. The Distributor certifies that "In the course of my / our business in the distribution of Mutual Fund products during the financial year, I / we have adhered / will adhere to the code of conduct contained in the SEBI Master Circular and any other circular as issued from time to time and the AMFI Circular, as issued from time to time. I/We shall abide by the circulars issued by SEBI, AMFI, FIU any other applicable Regulatory Authority and code of conduct as amended from time to time".
25. Distributor shall disclose to the Investor(s) all the commissions (in the form of trail commission or any other mode) for the different competing schemes from amongst which the scheme of Mutual Fund is recommended to the investor(s), wherever its applicable under regulation.
26. The Distributor confirms that none of the Employee of the AMC*, Sponsor* or Associate* is a relative of the Distributor#

**AMC – Abakkus Investment Managers Private Limited, Mutual Fund - Abakkus Mutual Fund, Sponsor -Abakkus Asset Manager Private Limited, Associate - As per the list uploaded on the website of the AMC.*

#In case the above is not true, the details of the relatives are as follows:

I/We have understood the above contents and terms for empanelment as Distributor of Abakkus Mutual Fund and agree to abide by the terms, conditions, rules & regulations governing the registration as Distributor at all times.

Place: _____

Signature: _____