

Terms and Conditions

1. Any term referred hereunder will have the same meaning as attributed under the Scheme Information Document of the respective schemes launched by ICICI Prudential Asset Management Company Limited ("AMC") on behalf of ICICI Prudential Mutual Fund ("MF").
2. The relationship between the AMC and the Distributor is that of principal to principal and does not create any agency relationship or employee-employer relationship between the AMC and the Distributor.
3. The Distributor agrees to comply with the provisions of SEBI/AMFI Circulars including but not limited to SEBI Circular No. Cir / IMD / DF / 5 / 2010 dated June 24, 2010 with regard to holding of valid certificate issued by AMFI/National Institute of Securities Markets (NISM), SEBI Circular No. SEB/IMD/CIR No. 4/168230/09 dated June 30, 2009 with regard to disclosure of all types of commission payment to them for different competing schemes from various mutual funds, SEBI/IMD/CIR No. 174648/2009 dated August 27, 2009 etc.
4. 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. 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.
5. The Distributor shall ensure that its employees or representatives have and at all times shall continue to hold all valid and subsisting approvals / registrations / certifications as may be required by law to perform its obligations hereunder during the term of appointment and that they have not and shall not violate / breach any of the terms and conditions subject to which such approvals / registrations / certifications have been granted.
6. The Distributor or its employees or representatives shall only make representations/ statements concerning units of Scheme as contained in the current Scheme Information Document (SID) and printed information issued by the MF / AMC as supplemental to such documents and shall highlight the risk associated with the investments in the Scheme to the investor.
7. The Distributor shall do all acts, deeds and things necessary on behalf of the MF/ AMC to enhance the investors' confidence and interest in the MF and ensure that the interests and reputation of the MF/ AMC are fully protected at all times and shall not undertake any obligation or incur any liability on behalf of the MF/AMC nor in any way pledge the MF/AMC's credit.
8. The Commission and the periodicity of its payments for each scheme of the MF will be decided by the AMC at its discretion. Further, the AMC has the right to revise the same from time to time as it thinks fit. The Distributor shall be eligible to receive commission based on the amounts mobilised by such Distributor under each scheme of the MF subject to such other terms and conditions as may be applicable. The AMC reserves the right to withhold the commission or any other amount payable to the distributor, pending submission of the declarations/documents/forms or any other information as required by the AMC.
9. 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 AMC.
10. The Distributor shall not have any right or claim against the MF / AMC, for any loss incurred by it due to any revision made by the AMC in commission or any change of terms and conditions of distribution.
11. In case the Distributor receives any commission or any other amount which is not due or payable to the Distributor, the AMC / MF shall be entitled to recover the same or adjust all such amounts as are paid wrongly or by mistake to the Distributor.
12. The Distributor shall only use advertising / sales material for distributing / selling the units of the MF as provided / approved by the MF / AMC and shall not make any modifications unless specifically approved by the MF/AMC.
13. The Distributor shall not indulge in any kind of malpractice or unethical practice to sell, market or induce any investor to buy the units of the scheme(s) of the MF.
14. The Distributor shall neither use nor display the logo or mark of the AMC/ MF (or any logo or mark similar thereto) in any manner whatsoever, without the AMC's prior written approval.
15. The Distributor (including all its employees, Distributor and representatives) undertakes to maintain strict confidentiality with regard to all matters, documents, reports and information given to the Distributor on confidential basis by the AMC / MF.
16. The Distributor shall ensure that the terms and conditions mentioned herein or as agreed from time to time are also complied with the Distributors' employees, Distributor (including sub-Distributor) and representatives.
17. The Distributor shall protect and keep harmless and indemnify the MF / AMC, against and in respect of any loss, claim, cost, charges, expenses (including legal fees and expenses), penalties whatsoever which the MF / AMC, may incur as a result of:
 - a) breach of any term or condition mentioned herein by the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives;
 - b) fraudulent, improper, incorrect, wrongful or negligent performance, work, service, act or omission by the Distributor including any of its employees, and representatives;
 - c) willful misconduct of the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives.
18. The Distributor shall promptly provide on periodic basis such written declaration / confirmations along with supporting documents as required by the AMC to ensure compliance with all applicable laws/rules/regulations/guidelines/SEBI/ AMFI circulars.
19. The Distributor shall not restrict the right of investor for changing the distributor, if the investor wishes to do so.
20. The AMC shall have the right to terminate the appointment of a Distributor at any time without assigning any reason thereof. A Distributor may also terminate his/ her / its relationship at any time after informing the MF / AMC, through a letter by giving prior written notice of 30 days.
21. Disputes arising out of this arrangement will be subject to the jurisdiction of the courts in Mumbai City only.
22. The commission / brokerage payable by the AMC in respect of distribution of Mutual Fund Units by the Distributor will be as per the brokerage structure as may be notified by AMC from time to time and will be inclusive of all taxes, cesses, charges and levies.
23. The Distributor agrees not to distribute the products of AMC to such investors who are banned from investing in India.

I/We have fully read, understood and accepted the above mentioned terms and conditions and to agree to abide by the same. I/We agree to submit declarations/documents/forms as required by AMC from time to time.

I/we further agree to abide by the code of conduct and rules/regulations laid down by SEBI and AMFI. I/We shall neither pass on or rebate brokerage back to investors nor tempt them with rebate/gifts. I/We further have no objections in the AMC taking any disciplinary action against me/us or any of my/our employee or representative who is found violating this regulations/code of conduct.

The Distributor agrees to provide all the documents to MF/AMC, in order to comply with the provisions of Know Your Distributor norms laid down by AMFI/SEBI as amended from time to time.

Signature of Distributor: _____

Place: _____

Date: _____

Business Questionnaire

Name:

ARN-

1. How long have you been associated with Financial Service sector? _____
2. Whether empanelled with any other Broker as Sub-broker for selling Mutual Funds? If yes, please specify _____
3. Are you a CFP? Yes No Registered
4. Are you registered with any Stock Exchange?
If Yes, NSE / BSE / Others, please specify _____ ; Code _____
5. Which are the top 3 AMCs which you advice to your clients?
 - Debt: 1. _____ 2. _____ 3. _____
 - Equity: 1. _____ 2. _____ 3. _____
6. What kind of financial products / services do you offer? Please tick (✓)
 Insurance Post Office RBI Bonds PMS, with whom? _____
 Primary Market (IPO) Secondary Market (Share Broking) Fixed Deposits Real Estate Others
7. Business Model
 Own Office Out of Home Sub broker Network
8. Area Covered: _____
9. No. of Offices: _____
10. No. of Employees: _____
 - Back Office: _____
 - Front Office: _____
11. Awards & Recognition (Please specify): _____

12. Approximate Business generated in last Financial Year
 - Debt: _____
 - Equity: _____
13. Total AUM as on date
 - Debt: _____
 - Equity: _____
14. Total no. of Investors: _____
15. How many of your customers invest regularly in mutual funds?
 Less than 25 25 to 99 100 to 249 250 to 499 500 & above.
16. Type of Clients
 Retail Institutional HNI / MNI Trust
17. What kind of Mutual Fund schemes do you promote?
 Monthly Income Plans Debt Funds Liquid Funds New Fund Offers Equity Funds Fixed Maturity Plans
18. Do you charge fee to your client? Yes No
19. You wish to receive Information Updates by:
 SMS Email Mailer
20. What kind of support do you appreciate from the AMC so that you may increase your business in total?
 Training on capital markets Direct Mailing to your customers Training on products Selling ideas
 Presentation for your customers by ICICI Prudential representatives Any other, please specify _____

Signature of Distributor: _____

Place: _____

Date: _____