## **EMPANELMENT FORM**



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1.	Арр	licatio	n Det	ails (I	Please	fill in l	Block	Letter	s)																	
	Name to be		s mentio	ned on .	ARN Certi	ficate)																_ [				
Con	Contact Person:																									
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Tel:	(with	STD c	ode) (	Office											Res	idence:										
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Ema	il 1:													E	mail 2:											
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No. c	No. of AMFI Qualified employees eligible for distributing Mutal Funds  No. of Branches																									
2.	Тах	Statu	IS																							
For I	ndivid	ual		() R	esident	Individu	ıal	Он	UF	○ Sole	e Prop	rietor	ship	0	NRI											
For N	lon In	dividua	I	( P	artnersh	ip Firm	ı	ОТ	rust	○ Ban	nk			0	Financial Insti	tution	С	Compa	iny		) Othe	er	(P	ease spe	ecify)	
3. Bank account details for brokerage / other payments*  Distributors having bank account with ABN Amro Bank, Citibank, Deutsche Bank, HDFC Bank, HSBC, ICICI Bank, IDBI Bank, Kotak Mahindra Bank, Standard Chartered Bank or AXIS Bank will receive brokerage payments directly into their bank account. For Distributors banking with any other bank apart from the above mentioned banks, the Asset Management Company / Mutual Fund (AMC/MF) will endeavor to credit the payout directly to the bank account through the electronic mode; however, the AMC/MF shall not be responsible if payout throughECS / Direct Credit does not get effected because of incomplete or incorrect information or any other operational reasons. The AMC/MF, reserves the right to use any other mode of payment as deemed appropriate.																										
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 Brar	nch:								City:								State:									
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MIC	R No:														IFSC Code	:										
4.	Non	ninee	Details	;																						
I her	eby n	omina	te the	perso	n name	ed belo	ow to re	eceive	the am	ounts of	f brok	erag	e (incl	uding t	rail brokerag	e) to my	credit	in the e	vent o	of my	death.					
Nom	inee's	Name	e:																							
Guardian's Name in case of Minor: Relationship:																										
Add	ress o	of Non	ninee /	Guar	dian:																					
																				Pin:						
City														State:								<u> </u>				
			ature o		ninee Nomine	ees on	ly) (In	Black	Ink)		Ple	ase	Sign	Here												

5. Declaration																		
I undertake to abid	at the information furnished le by the Terms and Condit yee or a relative of a Direc	ions state	ed overle	eaf and the	chang	es in Terms & Conditions from time to	time r	elating	to the	empa	nelme	ent of	distr	ributo	or.			
Name:																		
Date: D D N	1 M Y Y Y Y		Place:									Please Sign Here						
S. No.	Status	Mandatory Documents (Category whichever applicable)							ble)									
1	Individual / HUF		ARN Card, KYD Certificate, PAN Card															
2	Proprietorship		AMFI Registration Certificate, KYD Certificate, PAN Card															
3	Partnership		AMFI Registration Certificate, KYD Certificate, PAN Card, Authorized Signature list, Partnership Deed															
4	Corporate		AMFI Registration Certificate, KYD Certificate, PAN Card, Authorized Signature list															
	Board of Resolution Certificate, Certificate of Incorporation, Memorandum of Articles																	
5 Society / Trust AMFI Registration Certificate, KYD Certificate, PAN Card, Board of Resolution Certificate, Memorandum of A										n of A	۱rticle	s,						
Authorized Signature list, Certificate of Incorporation / Certificate of Registration									on So	Societies								
For office use of	only																	
	checked the original docu	ment(s) a	nd found	d that the s	ame is	in order.												
Reporting Branch: Location Code:																		
Relationship Mana	ger Name:					Emp Code:										+		
Internal Code:						Signature of Branch Manager												
Signature of Sales Support at Corp Off:  Date of Updation:								D	D	M	M	Y	Υ	Υ	Υ			
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Approved by Natio	nai Sales Fleau.					Date:			D	D	M	M	Y	Y	Y	Y		
For registrar's	use only																	
Form No.:																		
Date of Receipt of	Application:	D D	M M	YY	Υ	Y Date of Updatio	n:		D	D	M	M	Υ	Υ	Y	Y		

## **TERMS & CONDITIONS**



- Any term referred hereunder will have the same meaning as attributed under the Offer Documents of the respective schemes launched by Mirae Asset Mutual Fund.
- 2. The relationship between the AMC and the Distributor is that of principal to principal. The Distributor and / or its personnel shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of AMC / MF or in any manner bind the AMC / MF except to the limited extent as expressly provided in herein or otherwise in writing. The activities of the Distributor and its personnel shall not be construed to be activities of the AMC / MF.
- This Agreement is a non exclusive agreement and the AMC may at its sole discretion appoint other Distributor to distribute the Units of the MF.
- 4. The appointment of the Distributor shall be subject to the terms and conditions stipulated herein and to any guidelines, notifications, regulations policies, procedures that may by framed or issued from time to time by the MF / AMC, Association of Mutual Funds in India ("AMFI"), SEBI or any other regulatory body / authority. Further Distributor undertakes to comply with the Advertisement guidelines and Advertisement Code prescribed by SEBI (Mutual Funds) Regulation, 1996. Subject to Advertising Guidelines and disclosure requirements as specified by SEBI, the Financial Advisor shall not use any advertising or sales material relating to the Distributor other than sales material released by the Company and unless approved in writing by the Company advance of such use. Furthermore the Distributor will comply with SEBI's circulars no. MFD / CIR / 06 / 210 / 02 dated June 26, 2002, and MFD / CIR No.10 / 310 / 01 dated September 25, 2001. Further, the Distributor also agrees to comply with SEBI Circular no. MFD / CIR / 20 / 23230 / 2002 dated November 28, 2002 read with AMFI Guidelines Ref. No.CIR / ARM-01/02-03 dated January 15, 2003, as amended from time to time.
- 5. The Broker agrees to comply with the relevant provisions of the Money - Laundering Act, 2002, as may be applicable in respect of Broker / Investors and will assist the AMC in complying with provisions of the Money - Laundering Act, 2002, as may be notified by the Regulatory authorities /AMC.
- 6. The Distributor shall ensure that the Distributor, 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.
- 7. The Distributor shall mobilise the funds under each scheme of the MF in accordance with the Offer Documents of the respective schemes & operating instructions, if any, provided by the AMC / MF.
- 8. The Distributor agrees that the Distributor, its employees or representatives will always provide each investor / unit holder with a copy of the abridged offer document / Key Information Memorandum with respect to the relevant scheme of the MF and will be given a copy of the offer document if requested with respect to the relevant scheme of the MF.
- 9. 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 and the AMC are fully protected at all times.
- 10. The Compensation (i.e. commission or brokerage or fee) 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.
- 11. 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 Compensation or any change of terms and conditions of distribution.
- 12. In case the Distributor receives any Compensation 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.

- 13. The Distributor shall only make representations / statements concerning units of scheme as contained in the current Offer Document and Abridged Offer Document and printed information issued by the MF / AMC as information supplemental to such documents.
- **14.** The Distributor shall only use advertising / sales material for distributing / selling the units of the MF as provided / approved by the MF / AMC.
- **15.** 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.
- **16.** 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.
- 17. The Distributor shall take adequate steps to obtain information and identify the investors / unit holders who invest in the MF through the Distributor and shall maintain all information / documents / records in respect of services provided hereunder e.g. customer data base etc.
- 18. The Distributor shall provide such assistance as may be required by the investors / unit holders / the Registrar / the AMC to redress any complaints received therefrom.
- **19.** 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.
- 20. 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.
- 21. 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) reach 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;
  - wilful misconduct of the Distributor or any of its employees, Distributor (including sub - Distributor) and representatives.
- 22. 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.
- 23. The Distributor shall give its no objection to the change of name of Distributor / transfer of Agency code, in case such request has been received by the investor voluntarily, and shall not withhold such consent without assigning any valid reason.
- 24. 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.
- **25.** Disputes arising out of this arrangement will be subject to the jurisdiction of the courts in Mumbai City only.
- **26.** The AMC may provide infrastructure facilities at its office premises to the distributors on best effort basis. In such case, the AMC has the right to recover from the distributor any damage / loss occurred either to the Office premises or any asset of the company.
- 27. The commission / brokerage payable by the AMC in respect of distribution of Mutual Fund Units by the Distributor will be 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.
- 28. I the Distributor, agree and accept that these terms and conditions constitute a valid and binding contract enforceable under law and I having fully read and understood these terms hereby agree to comply with and be bound by the same.

## **Empanelment For BSE star MF / NSE MFSS\***

\*Currently the scheme of Mirae Asset Mutual Fund are available for transaction only on BSE star MF



SEBI Registration Number for NSEIL: (Please enclose a copy of the certificate)	
SEBI Registration Number for BSE: (Please enclose a copy of the certificate	
Mutual Fund Distributor Code No: (Please enclose a copy of the certificate)	& MFD ARN:

The Distributor would be allowed to distribute the Eligible Schemes of Mirae Asset Mutual Fund through MFSS (as and when the schemes of Mirae Asset Mutual Fund are available on the NSE MFSS platform) and BSE StAR MF (already available), provided the Distributor represents, agrees and confirms to Mirae Asset Global Investments (India) Private Limited (Mirae AMC) the following:

- 1. The Distributor is a trading member on NSEIL and holds a valid SEBI Registration Number for NSEIL and a trading member on BSE and holds a valid SEBI Registration Number for BSE. The copies of the SEBI Registration Certificates are attached. The same is valid as on date. The Distributor confirms that it has obtained all necessary approvals, registrations and certifications required from relevant authorities for the purpose of participating in the MFSS / BSE StAR MF facility and confirms that such approvals registrations and certifications shall remain in force including by taking prompt steps for the renewal of the same. The Distributor agrees to submit to Mirae AMC all such approvals /authorizations as above as and when required by Mirae AMC.
- 2. The Distributor will abide by the terms and conditions as mentioned in the Circulars and Operating Guidelines issued by NSEIL vide circular no NSE / MFSS / 003 / 2009 dated November 24, 2009 and BSE vide circular No. 20091202-3 Dated December 2, 2009 and any other circulars issued in this regard from time to time with regard to MFSS by NSEIL and BSE StAR MF by BSE.
- The Distributor will comply with SEBI / IMD / CIR No. 11/ 183204/2009 dated November 13, 2009 and all such circulars and guidelines as mentioned therein all the time and the other applicable circulars issued by SEBI and / or NSE or any other authorities in this regard.
- 4. The Distributor will comply with SEBI Circular no. SEBI / IMD / CIR / No.4/168230/09 dated June 30, 2009 and such other circulars as may be issued from time to time and disclose to the clients all the commissions (in the form of trail commission or any other mode) payable to the Distributor for the different competing schemes of various mutual funds from amongst which, the relevant scheme is recommended to the clients.
- The Distributor shall ensure that the clients who wish to transact on MFSS / BSE StAR MF are registered as per the terms and conditions specified by BSE / NSEIL from time to time.
- 6. The Distributor shall comply with the provisions as stated in the Deed of Undertaking furnished to NSEIL / BSE, terms and conditions of the Eligible Schemes of Mirae Asset Mutual Fund as detailed in the Scheme Information Document (SID) and Statement of Additional Information (SAI), Addendum issued by Mirae AMC for transacting on MFSS and BSE StAR MF and/or any other addenda that may be issued by Mirae AMC in respect of the Eligible Schemes of Mirae Asset Mutual Fund, from time to time.
- 7. On receipt of an application for redemption from the Unit holder, the Distributor shall verify the genuineness of the Unit holder including verification of the signature of the Unit holder from the original PAN of such Unit holder and any other document as may deemed fit for the purposes of verification. The Distributor acknowledges that on the basis of the said verification and online feed on NSEIL and BSE Platforms, Mirae AMC / Authorised Registrar shall process the redemption request and make the payment to the Unit holder without making any further verification. The Distributor agrees to indemnify Mirae AMC for all claims, costs, charges etc that may be suffered or incurred by Mirae AMC on account of any fraudulent, erroneous, negligent transaction request(s) (viz., purchase / redemption / switch) that may be forwarded by the Distributor to NSEIL / BSE and received by Mirae AMC from NSEIL / BSE website.
- 8. An application for purchase / additional purchase without the details relating to PAN (requirement of PAN as detailed above), bank account details, KYC documents (if applicable) and such other regulatory requirement(s), as applicable, will not be accepted and such applications shall be rejected by the Distributor. The Distributor undertakes to correctly quote the PAN of the clients in all cases and agrees to be liable for the same. Any transaction

- submitted for which validation of PAN proof is required but is not provided by the Distributor, will be rejected by Mirae AMC /Authorized Registrar.
- 9. The Distributor shall submit only such transaction requests that are valid in all respects including completeness of the attendant documents as may be required by Mirae AMC / NSEIL / BSE. The Distributor acknowledges that any transaction request, in respect of which any data is missing / lacking shall be liable to be rejected by Mirae AMC / Authorised Registrar at its sole discretion.
- 10. Any request or order for subscription to the units of the Eligible Schemes of Mirae Asset Mutual Fund shall be subject to the final acceptance by Mirae AMC in accordance with the relevant SID / SAI of the respective Eligible Schemes and in accordance NSEIL and BSE circulars issued in this regard.
- 11. The Distributor will ensure compliance with all applicable laws, regulations in respect of Know Your Customer (KYC) & Prevention of Money Laundering as applicable to the Distributor as intermediaries and shall handover the relevant records of its clients to Authorised Registrar and Transfer Agents as per the provisions of Prevention of Money Laundering (Maintenance of Records) Rules, 2005 (PMLA) and any amendments thereof and further SEBI circulars / guidelines issued thereto.
- 12. In an event the credit of the subscription amount is not received by the Distributor from the clients due to any reason whatsoever and units have been redeemed by the clients, Mirae Asset AMC, NSEIL/NSCCL and BSE /ICCL shall not be liable or responsible for any loss that may be suffered by the Distributor due to such non receipt of subscription amount from the clients.
- 13. Once the intimation and or subscription amount is received by Mirae AMC / Authorised Registrar for transaction in the units of the Eligible Schemes of Mirae Asset Mutual Fund, such intimation shall be final and cannot be modified by the Distributor.
- 14. In an event of termination of the arrangement between Mirae AMC and NSEIL / NSCCL and/or between Mirae AMC and BSE / ICCL and/or suspension / cancellation order issued by SEBI against the Distributor, the Distributor's empanelment with Mirae AMC in respect of MFSS / BSE StAR MF shall stand terminated forthwith without prior notice.
- 15. Distributor shall ensure that it will maintain all the required infrastructure telecommunication network and other equipments all the time in the working condition. Mirae AMC shall not be liable for any losses, damages etc that may be incurred / suffered by the clients on account of any failure of computer systems, telecommunication network and other equipments installed at the office premises of the Distributor and/or any misuse, mishandling, damage, loss, defect etc of the same.
- 16. The Distributor confirms that all the other terms and conditions including the data / details furnished by the Distributor in the Distributor Empanelment Form executed by the Distributor shall remain in full force and effect and shall be applicable mutatis mutandis to this Addendum.
- 17. The Distributor confirm to abide by all the circulars and guidelines / instructions issued by SEBI / AMFI / NSEIL / National Securities Clearing Corporation Limited / National Securities Depository Limited / BSE / Central Depository Services (India) Limited / Indian Clearing Corporation Limited and/or Mirae Asset Mutual Fund / from time to time in this regard.

Signed for & on behalf of :	(The Distribu						
Name :							
Designation :							
Signature :							