

1. Organisation/ Personal Details (Mandatory)

Name:																															
ARN Code:	A	R	N	-																			Valid Upto:	D	D	M	M	Y	Y	Y	Y
Correspondence																															
																				Pin code:											
Off.																															
Fax:																			Cell:												
Email Id:													Website:																		
PAN No.													Date of Birth/ Incorporation/ Registration	D	D	M	M	Y	Y	Y	Y										

2. Tax Status: (please select any one)

- Resident Individual
 Bank
 Sole Proprietorship
 Partnership Firm
 Public Ltd. Co.
 Pvt. Ltd. Co.
 Society/ Trust
 Others : (Please specify)

3. Business Details: (please state number)

Branches					Years Experience					AMFI qualified employees				
Sub-brokers					Clients									

Products Offered with AUM (cr.) (Please ✓ wherever applicable)

<input type="checkbox"/> Mutual Funds - Equity													<input type="checkbox"/> IPO's												
<input type="checkbox"/> Mutual Funds - Debt													<input type="checkbox"/> Insurance												
<input type="checkbox"/> PMS													<input type="checkbox"/> Fixed Deposits												
<input type="checkbox"/> Structured Products													<input type="checkbox"/> Debt products												
Total													<input type="checkbox"/> Others												

Contact Persons handling Sales/ Brokerage and Operations

Contact Numbers

1	Name:																							
	Email Id:													Designation:					Off.					
2	Name:																							
	Email Id:													Designation:					Off.					

4. Bank Account Details (For Brokerage Payments)

Name of the Bank																								
Sole/ First Account Holders Name																								
Account Type (Please select any one)	<input type="checkbox"/> Savings	<input type="checkbox"/> Current	<input type="checkbox"/> Others																					
Bank A/c No.													MICR Code											
IFSC Code													Branch Address											
Bank Proof <input type="checkbox"/> Copy of Cancelled Cheque																								

5. Nomination Details: (For Brokerage/ Commission Payments) (Applicable only to Individuals)

Name of Nominee													Relationship											
Date of Birth (if minor)	D	D	M	M	Y	Y	Y	Y																
Guardian's Name (in case nominee is a minor)																								
Address of Nominee/ Guardian																								
																				Pin Code				
Specimen Signature of Nominee/ Guardian																								

6. Declaration:

I/We hereby declare that the information furnished herein is complete and correct in all respects. I/We undertake to abide by (a) such guidelines, code of conduct and other circulars etc. issued by SEBI and/or AMFI that may be applicable to me/us, and (b) the terms and conditions stated hereunder as amended from time to time. I/We further confirm that I/We (including our directors/employees/officers/partners) am/are not an employee of Motilal Oswal Asset Management Co. Ltd. nor a relative of any Director/Employee of the AMC/Sponsor or any of its associates [hereinafter referred as Related Person], apart from the ones mentioned below :


Name & Address of the Related Person	Nature of relationship with the Employee/Director

Date:

D	D	M	M	Y	Y	Y	Y
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Place: _____

Name & Sign of Distributor



(To be signed by Partner/ Director/ Authorised Signatory for Non-Individuals with rubber stamp)

7. For Office Use Only:

MOAMC Branch: _____

Date of Receipt:

D	D	M	M	Y	Y	Y	Y
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Distributor Classification: (any one)

Resident Individual Bank Sole Proprietorship Partnership Firm Public Ltd. Co. Pvt. Ltd. Co. Society/ Trust Others :(Please specify)

Approved By:

RELATIONSHIP MANAGER

Approved By:

ZONAL MANAGER

Document Checklist: (The following documents are mandatory) (Please tick)

For Individuals	For Non-Individuals
<input type="checkbox"/> Attested Copy of AMFI Certificate	<input type="checkbox"/> Attested Copy of AMFI Certificate & ARN Card
<input type="checkbox"/> ARN Card	<input type="checkbox"/> Attested Copy of PAN card
<input type="checkbox"/> Attested Copy of PAN card	<input type="checkbox"/> Copy of Cancelled cheque
<input type="checkbox"/> Copy of Cancelled cheque	<input type="checkbox"/> Certified true copy of Memorandum/Articles of Association/ partnership deed/ trust deed/ bye-laws/ society registration documents
<input type="checkbox"/> Self Certification Certificate	<input type="checkbox"/> Certified true copy of the relevant resolution authorising to undertake the activities of distribution of mutual fund units
	<input type="checkbox"/> List of Authorised Signatories
	<input type="checkbox"/> Self Certification Certificate

TERMS AND CONDITIONS: 1. The information provided by the Distributor in the Distributor Empanelment Form (Form) and the declaration made therein read with these terms and conditions ("Terms and Conditions") shall be the basis of the contract between Motilal Oswal Asset Management Company Ltd. (AMC) and the Distributor and the Distributor agrees to be legally bound by the same. 2. The appointment as the Distributor will be at the sole discretion of the AMC and will be subject to written confirmation by the AMC. The agency of the Distributor will commence on the date stated in the appointment letter issued by AMC. 3. The AMC and the Distributor may, if they so desire, enter into a separate operational and service level agreement in connection with the distribution of the Schemes of Motilal Oswal Mutual Fund. 4. The Distributor agrees to abide by these Terms and Conditions and rules in force and the changes in the terms & conditions from time to time. 5. The Distributor hereby agrees to comply with the provisions of Securities & Exchange Board of India (Mutual Funds) Regulations, 1996 as amended from time to time with circulars/guidelines issued by the SEBI & AMFI from time to time including but not limited to regulations/guidelines on advertisements/sales literature, and comply with and adhere to code of conduct and best practices prescribed for intermediaries of Mutual Fund by Association of Mutual Funds in India (AMFI)/ SEBI. 6. The Distributor and its representatives agrees to read and understand the Scheme Information Document (SID), Statement of Additional Information (SAI) and any addendums/notices issued thereto of the respective Scheme(s) carefully and highlight the risk, investment objective, and the special features of the Schemes to the Investors. The Distributor shall not make any statement or act in a manner which shall create any expectation from Motilal Oswal Mutual Fund which is not stated in the SID and SAI. 7. The Distributor agrees to use only such latest SID, SAI and Key Information Memorandum (KIM) including applications forms and advertising material provided by AMC and the Distributor shall not design his/her own advertisement/marketing material of the Scheme(s) of Motilal Oswal Mutual Fund unless it has obtained prior written approval from the AMC. 8. The Distributor undertakes to provide self certification in the prescribed format certifying with the Compliance with the provisions of extant SEBI Circulars/Guidelines, adherence to the code of conduct, as prescribed by SEBI/AMFI and fulfilling the minimum prescribed criteria regarding number of investors and average assets under management at the end of each financial year or such other frequency as may be specified from time to time, to the AMC. The AMC reserves the right to suspend the brokerage till the time of receipt of the Certificate. 9. The Distributor confirms that the Distributor, personnel, employees, sub-agents and representatives of the Distributor engaged in sales and marketing of the units of the Scheme(s) of Motilal Oswal Mutual Fund are certified and registered with AMFI and hold a valid AMFI Certificate as required by SEBI. The Distributor undertakes to provide on request a declaration to the above effect to AMC/Motilal Oswal Mutual Fund/Trustees as and when requested. In addition, AMC/Motilal Oswal Mutual Fund/Trustees shall have the right to obtain copies of AMFI Certificates of all personnel, sub-agent(s) and representative(s) of the Distributor engaged in the sales and marketing of the units of Motilal Oswal Mutual Fund and they shall forthwith be required to furnish the same. 10. The Distributor shall immediately notify the AMC in writing if any of its personnel or any other person engaged by the Distributor has committed any act amounting to moral turpitude, financial irregularities or has been arrested by the police or has been relieved from the services/employment of the Distributor. Upon receipt of such notice from the Distributor, the AMC may suspend further business and payout of the commissions, etc. as it deems fit in the case. 11. The Distributor or its representatives is not authorized to receive/accept cash from any investor on behalf of Motilal Oswal Mutual Fund/AMC. All applications along with cheques and/or demand draft and other transaction documents of the investors shall be lodged with the ISC's/Official Point of acceptance. The Distributor is not authorized to issue receipt or make any commitments for and on behalf of Motilal Oswal Mutual Fund/AMC. 12. The Distributor undertakes not to rebate/pass the commission/brokerage back to the investor and shall not attract/induce investors through temptation of rebates, gifts, etc. 13. The Distributor shall comply with all the statutory and other applicable requirements relating to anti money laundering ("AML") and/or "Know Your Client" ("KYC") guidelines issued and amended from time to time by any of the regulatory bodies in India. In addition to the aforesaid, the AMC may require the Distributor to follow additional KYC guidelines specified by it. The Distributor shall not be absolved of its liability if an application has been accepted by the AMC without the necessary documentation and the Distributor shall be bound to provide to AMC/Motilal Oswal Mutual Fund, all necessary documents in relation to the investor's application. 14. The Distributor shall not use the name or any logo or mark of Motilal Oswal Mutual Fund, AMC or any associated company of AMC in any manner whatsoever except as expressly agreed in advance in writing by AMC and under no circumstance after termination of appointment. 15. The Distributor shall not withhold placing investor's order for the purchase/redemption of the Units so as to profit itself as a result of such withholding; 16. The Distributor may appoint any number of sub-distributors as it deems fit and necessary, provided however that each such sub-distributor appointed by the Distributor shall have all the necessary qualifications, approvals or licenses required to act in such capacity and AMC, Trustees or Motilal Oswal Mutual Fund do not object to the same. The Distributor shall be strictly responsible for the acts and omissions of the sub-distributors, for supervising the activities of such sub-distributors appointed by it and to ensure that each sub-distributor shall act at all times in compliance with all applicable laws and rules. 17. The AMC will not be responsible for payment of any compensation or brokerage to sub-distributors and any payment to such sub-distributors shall be the sole responsibility and liability of the Distributor. 18. The Distributor, fulfilling the empanelment criteria as per the Code of Conduct and best practices for the intermediary prescribed by SEBI and AMFI, will be entitled to receive brokerage/commission on the amounts mobilized by him/her till the subsistence of the agency except on the investments made in his/her own name. The brokerage/commission will be paid at the rates prescribed by AMC. Provided, however, that the rates are subject to revision, from time to time, at the discretion of AMC and the Distributor shall be bound by such changes. The brokerage/commission payable to the Distributor, shall be inclusive of any tax, service tax, costs, charges and expenses incurred by the Distributor in connection with the agency and shall be paid to the Distributor only after deduction of the applicable taxes at the applicable rates in force from time to time. 19. The Distributor shall not have any claim against the AMC/Motilal Oswal Mutual Fund/Trustee for any loss incurred by him/her as not anticipated and arising out of any revision in the rates of brokerage/commission for business canvassed/funds mobilised. 20. In case of non-compliance of any of the terms and conditions mentioned herein and non-compliance of SEBI/AMFI guidelines as may be specified from time to time, the AMC reserves the right to suspend further business and payment of commission, etc., until the compliance with the same. 21. The Distributor agrees to nominate (for individuals only) as per the guidelines issued by AMFI and shall abide by the same. In the event of non-availability of Nomination, the AMC shall disburse the unclaimed amount after obtaining necessary documents and verification on best effort basis. 22. In case of termination of the agency as mentioned herein, the AMC is not liable to pay any commission/trail commission(s) on the funds mobilized by the Distributor after the termination of agency. 23. In case the Distributor receives any fee which is not due or payable to the Distributor, Motilal Oswal Mutual Fund/ AMC/Trustee shall be entitled to recover or adjust all such amounts wrongly paid to the Distributor. 24. The AMC shall pay commission/brokerage only through direct credit in the bank account as per the details specified in the form. However, if the Distributor is not keen on availing such facility and prefer receiving commission or brokerage through other mode, he/she can request the AMC for the same through a duly signed letter. In case of unforeseen circumstances, AMC reserves the right to issue a demand draft/cheque towards commission/brokerage payouts. 25. Motilal Oswal Mutual Fund/AMC shall at their discretion agree on the amount limit wherein payment shall not be made below the limit defined. The commission/ brokerage payments shall be made on the amount reaching the limit defined. 26. The Distributor declares and covenants with AMC, to defend, indemnify and hold Motilal Oswal Mutual Fund, Trustees, AMC and its affiliates, sponsors, successors in interest and permitted assigns, harmless against all claims, losses, costs, damages or assertions of liability of any kind or nature resulting from (a) any breach of the terms, conditions, declarations, representations, undertakings and warranties or other provisions hereof, on the part of the Distributor or its employees, agents and representatives; (b) any failure to comply with the applicable regulations, circulars, guidelines, notices issued by the Regulatory Authorities; (c) any negligence, fraud, willful misconduct of the Distributor, or its employees, agents, representatives, affiliates; (d) any unauthorized, misleading, false or inaccurate information, documentation, literature or representation relating to Motilal Oswal Mutual Fund or its schemes or AMC, which is made, issued or given by the Distributor (unless the information, documentation and/or literature etc. has been provided or otherwise approved by the AMC); and (e) any actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above. 27. The Distributor shall also indemnify the AMC, Trustees and Motilal Oswal Mutual Fund from and against any and all direct or indirect costs, charges, claims, expenses, losses, damages, liabilities, awards, judgments, fines and actions, of any nature whatsoever which AMC, Trustee or Motilal Oswal Mutual Fund may incur due any wrongful, dishonest, criminal, fraudulent act or willful misconduct, or gross negligence or any other act or omission of the sub-distributor. 28. The appointment of a Distributor shall be liable to be terminated by the AMC forthwith: (a) if he/she 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 it is found that he/she has knowingly participated in or connived of any fraud, dishonesty or misrepresentation against the AMC or any Unit holder of Motilal Oswal Mutual Fund (c) if the AMC is satisfied that any statement made in the Distributor Empanelment Form/Declaration was false or misleading or calculated to mislead; (d) if he/she acts in any other manner prejudicial to the interest of the AMC/ Motilal Oswal Mutual Fund; (e) if he/she does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law; and (f) non-compliance of any of the clauses of the Terms and Conditions specified herein and the changes made from time to time. 29. In addition, this appointment may be terminated at any time by either party by giving not less than 15 days' prior written notice to the other party, provided that either of the parties hereto shall also have the right to terminate the appointment forthwith if required by any law. Further, the agency shall stand automatically terminated without any notice from the AMC/Motilal Oswal Mutual Fund, if the Distributor is disqualified from acting in the capacity complemented herein or the requisite Regulatory/Government approval is withdrawn. Upon any termination, the Distributor shall forthwith handover all the documents, papers and material pertaining to AMC/Motilal Oswal Mutual Fund and/or belonging to the AMC/Motilal Oswal Mutual Fund. 30. In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.