

# Distributor Empanelment Form



**Pramerica**

**MUTUAL FUND**

**Pramerica Asset Managers Pvt. Ltd.**

2nd Floor, Nirlon House, Dr. A. B. Road, Worli, Mumbai 400030.  
Tel +91-22-6159 3000 Fax +91-22-6159 3100

## 1 KEY CONTACT DETAILS\* (Please fill in Block Letters)

Name of ARN Holder (Mr/Ms/M/s) \_\_\_\_\_  
 Contact Person (Mr/Ms) \_\_\_\_\_  
 Address For Communication\* \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Pin \_\_\_\_\_  
 Tel. No. 1 \_\_\_\_\_ Tel. No. 2 \_\_\_\_\_  
 Mobile No. \_\_\_\_\_ Fax: \_\_\_\_\_  
 E-mail \_\_\_\_\_  
 Status  Individual  Sole Proprietorship  Partnership Firm  Public Ltd. Co.  Bank  
 (Please  any one)  Pvt. Ltd. Co.  Society / Trust  Others \_\_\_\_\_ *Please Specify*

Recent  
passport size  
Photograph  
(only for individuals)

## 2 AMFI / NISM Certification Details\* (Please attach a copy of the AMFI / NISM Certificate & ARN Card)

Registration No. ARN: \_\_\_\_\_ Passed on           Valid Upto

## 3 BANK ACCOUNT DETAILS FOR BROKERAGE / OTHER PAYMENTS\* (Default option of payment - Direct Credit)

Bank Name \_\_\_\_\_ Branch \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_  
 A/c. No. \_\_\_\_\_ A/c. Type  Savings  Current  
 MICR Code \_\_\_\_\_ IFSC Code \_\_\_\_\_  
*(Please enclose a copy of a cancelled cheque of the above bank account.)*

## 4 ADDITIONAL INFORMATION (Change in Authorised Person shall be communicated to Pramerica Mutual Fund)

<b>Individual</b>	<b>Corporate</b>
PAN* _____	PAN* _____
Date of Birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Service Tax Registration Number _____
Wedding Anniversary <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Date of Incorporation <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Educational Qualification _____	Authorised Person _____
	Designation _____

## 5 BUSINESS DETAILS

No. of Investors \_\_\_\_\_  
 Experience in Selling: (Please )  
 Insurance Rs. \_\_\_\_\_  Fixed Deposits Rs. \_\_\_\_\_  
 Bonds Rs. \_\_\_\_\_  IPOs Rs. \_\_\_\_\_  
 Others Rs. \_\_\_\_\_

**Funds Mobilised in MF**  
 Cumulative to Date (Rs.) \_\_\_\_\_  
 Last one year (Rs.) \_\_\_\_\_  
 Breakup of amount procured: Equity (%) \_\_\_\_\_ Debt (%) \_\_\_\_\_  
 Expected Business in Current FY for Pramerica MF (Rs.) \_\_\_\_\_

## 6 INFRASTRUCTURE DETAILS

Operating from Office:  Yes  No  
 Office Area (sq. ft.) \_\_\_\_\_ No. of Branches \_\_\_\_\_ No. of Employees \_\_\_\_\_ No. of Sub Brokers \_\_\_\_\_  
 Association as a Sub-Broker / Franchisee for Mutual Funds  Yes  No If Yes, with \_\_\_\_\_

## 7 ANY AWARDS / ACHIEVEMENTS

\_\_\_\_\_  
 \_\_\_\_\_

## 8 NOMINATION DETAILS FOR BROKERAGE / COMMISSION (In case of Individual Agents 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           Relationship \_\_\_\_\_  
 Guardian's Name (Incase of Minor) \_\_\_\_\_  
 \*Address of Nominee / Guardian \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Pin \_\_\_\_\_  
 Signature of Nominee / Guardian \_\_\_\_\_

## 9 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 overleaf 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 Pramerica Asset Managers Pvt. 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 _____
_____	_____

Date            
 Place \_\_\_\_\_ Authorised Signatory \_\_\_\_\_  
*All fields marked with \* are mandatory* (Rubber Stamp in case of Non-individuals)

## FOR OFFICE USE ONLY

Recommended by Relationship Manager	RM Code	AMC Branch	Branch Code
Classification (any one)	Comments		Date
<input type="checkbox"/> National <input type="checkbox"/> Regional <input type="checkbox"/> IFA <input type="checkbox"/> Others <i>Please specify</i>	a. _____ b. _____ c. _____		d   d   m   m   y   y   y   y
Proposed by	Approved by		
(Branch Manager)	(Channel Head)		

## TERMS AND CONDITIONS

It is hereby agreed, declared, confirmed and recorded by the Applicant / ARN Holder named hereinbefore (hereinafter referred to as the 'Distributor') that:

- The statements made/information provided by the Distributor in this Distributor Empanelment Form (the 'Form') and the declaration made therein read with these terms and conditions ("Terms and Conditions") shall be the basis of the contract between Pramerica Asset Managers Private Limited (the 'AMC') and the Distributor. The Distributor agrees to be legally bound by the same.
- The appointment as the Distributor will be at the sole discretion of the AMC and will be subject to written confirmation by AMC. The agency of the Distributor will commence on the date stated in the appointment letter issued by AMC.
- The Distributor agrees to abide by these Terms and Conditions and rules in force and the changes in the Terms and Conditions from time to time relating to the distributorship.
- The Distributor and his/her (its representatives shall carry out such directions and instructions as may from time to time, be issued by the AMC in this regard from time to time.
- The Distributor agrees and undertakes to read and understand the Statement of Additional Information (SAI) and Scheme Information Documents (SIDs) of the respective scheme(s) of Pramerica Mutual Fund (PMF) (including any addenda issued thereto) carefully and explain the market risks, investment risks, investment objectives, and the special features of the schemes to the investors. The Distributor shall not make any representation concerning schemes or Pramerica Mutual Fund except those contained in the SAI and SIDs of the respective schemes and the Key Information Memoranda (KIM) containing Application Forms and printed information issued by the AMC from time to time.
- The Distributor agrees to use only such latest SAI, SID, and KIM and advertising material provided by AMC and the distributor shall not design his/her own advertisement of the Scheme(s) of PMF unless he/she/it has obtained prior approval in writing from the AMC.
- The Distributor agrees that he/she/it will not use any unethical means to sell, market or induce any investor to buy units of the schemes of PMF.
- The Distributor agrees that he/she/it will not rebate/pass on the commission/brokerage to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits which are extraneous to the schemes of PMF.
- The Distributor shall not accept / receive cash on behalf of the AMC from the investors. The Distributor is not authorized to issue any money receipt for cheque(s) or demand drafts received along with the application form(s) on behalf of the AMC.
- 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 guidelines issued there under by SEBI and/or any other regulatory authority from time to time and shall strictly abide by SEBI guidelines on advertisements / sales literature in respect of mutual funds and the Code of Conduct for Distributors at all times. The Distributor shall be responsible to ensure that his/her/its employees and appointed sub-brokers also strictly comply/adhere to the above provisions.
- The Distributor shall provide a self certification in the prescribed format, certifying compliance with the provisions of the extant SEBI Mutual Funds Regulations and guidelines, and adherence to the Code of Conduct as prescribed by SEBI/AMFI for intermediaries of Mutual Fund at the end of every financial year to the AMC. The Distributor agrees that if the said self certification is not provided by him/her / it as required, the AMC shall be entitled to withhold the payment of commission / brokerage till receipt of the certificate.
- All employees, personnel, sub-agents and representatives of the distributor engaged in sales and marketing of the units of the Schemes of PMF shall be certified and registered with AMFI and shall hold a valid AMFI Certificate and/or National Institute of Securities Markets (NISM) Certificate as prescribed by SEBI from time to time. Further, the Distributor shall on request by the AMC at any time and from time to time, provide a declaration to the above effect. In addition, the AMC shall have the right to call for copies of AMFI / NISM Certificates of all personnel, sub-agent(s) and representative(s) of the Distributor engaged in sales and marketing of the Units of the schemes of the PMF and they shall forthwith be required to furnish the same.
- The Distributor shall immediately notify the AMC in writing if any of his/her/its personnel or representative 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 the agency of the Distributor and withhold the payment of the commissions/brokerage etc. as it deems fit.
- The Distributor hereby agrees that if he/she/it appoints any sub-agent(s) or any representative(s) directly or indirectly, then in that case the distributor will be responsible for all the acts of the sub-agent(s)/representative(s) to AMC and to third parties.
- The Distributor shall ensure that his/her/its personnel/representatives shall at all times conduct themselves within the parameters of these Terms and Conditions and comply with and adhere to all applicable laws as specified in Clause 10 hereinabove and shall not commit or permit commission of any offence; in the event of any offence being committed by the Distributor or his/her/its personnel/representatives, the Distributor shall be liable for all consequences thereof and the AMC shall not be directly or vicariously liable for the same.
- APPLICABLE TO INDIVIDUAL DISTRIBUTORS-**  
The Distributor shall have at least 12 investors with the AMC, within one year of empanelment; alternatively, he/she shall furnish an undertaking to the AMC stating that he/she has serviced at least 25 investors across all mutual funds; this undertaking would form part of his/her annual self certification as specified in clause 11 hereinabove.
  - APPLICABLE TO NON-INDIVIDUAL DISTRIBUTORS-**  
If 75% or more of the gross funds mobilized by the Distributor within one year of empanelment are from associates, then, the Distributor shall, furnish an undertaking stating that it had serviced at least 200 investors other than associates and/or employees of the said associate(s) during the said period. This undertaking would form part of its annual self-certification as specified in clause 11 herein above.
  - Corporate distributors obtaining empanelment with AMC is required to have at least 100 investors from non-associates within one year of empanelment or have average assets under management of at least Rs. 1 crore with the AMC which are not from associates (being subsidiary and holding companies) with in the period of one year of empanelment.
- The Distributor agrees that the limits prescribed above in sub-clause 16 (a), (b) or (c) shall be liable to change as per the guidelines / recommendation(s) issued by AMFI/SEBI from time to time.
- The Distributor shall be responsible for proper affixation of the ARN numbers on the application forms. The AMC shall not be responsible in case of any disputes, if the same is not properly affixed by the Distributor.

In accordance with the SEBI Circular dated June 30, 2009 abolishing entry load, upfront commission, if any would be paid by the investor directly to the Distributor, based on the investor's assessment of various factors including the service rendered by the Distributor. 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(s) of PMF is/are recommended to the investor(s).

### INDEMNITY

- The Distributor declares and covenants with the AMC, to defend, indemnify and hold the AMC, Trustee and their affiliates, directors, employees harmless from and against all claims, damages or assertions of liability of any kind or nature resulting from:
  - Any breach of terms, covenants and conditions or other provisions hereof, or SAI and SID / KIM or any actions or omissions there under;
  - Any failure to comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirement of law;
  - The misfeasance, mis-selling, mis-representation, omission, willful misconduct, malfeasance or fraudulent acts of the personnel/representative(s) of the distributor; and
  - Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.
- The Distributor shall also indemnify and hold harmless the AMC, Trustee and/or the PMF from and against any and all direct and indirect costs, charges, claims, losses, expenses, damages, liabilities, awards, judgments, fines and actions of any nature whatsoever which the AMC, Trustee and/or PMF may incur/suffer due to a) the sub-agent(s) of the Distributor making any representations, which are not based on information, documentation and/or literature provided by AMC/Trustee/ PMF as may be applicable; (b) any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the sub-agent(s)/representative(s) of the Distributor.

### BROKERAGE / COMMISSION

- The Distributor fulfilling the empanelment criteria as per the Code of Conduct and best practices for intermediary prescribed by SEBI and AMFI shall be entitled to receive brokerage for all business brought/ funds mobilized by him/her/it for AMC till the subsistence of the distributorship, except on the investments made in his/her/its own name. The brokerage will be paid to the Distributor at the rates(s) prescribed by the AMC. Provided, however, that the rate(s) are subject to revision as per the discretion of the AMC from time to time and the Distributor shall be bound by such changes. The commission/brokerage so paid to the Distributor shall be inclusive of any cost, charges and expenses incurred by the Distributor in connection with the distributorship and shall be paid to the Distributor only after deductions of the requisite taxes at the applicable rate(s) in force.
- The distributor shall not have any claim against the AMC/PMF/Trustee for any loss incurred by him/ her/it as not anticipated and arising out of any revision in the rate(s) of the commission/brokerage for business brought/funds mobilized.
- To avail the facility of Direct Credit of brokerage payment, the Distributor shall submit a copy of a cancelled cheque leaf for the records of AMC. AMC reserves the right to pay brokerage/commission by cheque/demand draft even if the Distributor has opted for a direct credit of brokerage.
- In case of non-compliance of any of the Terms and Conditions mentioned herein and non-compliance of guidelines of SEBI/AMFI or guidelines issued by any other regulators, the AMC may suspend further business and pay-out of the commissions etc. until the same is complied with.
- In case of termination of the distributorship as per clauses (28) and (30) mentioned herein below, the AMC shall not pay any trail commission after the termination of the agency of the distributor for the all business brought/funds mobilized by them for AMC before the termination of the distributorship.

### PRINCIPAL TO PRINCIPAL

- These Terms and Conditions are on a principal-to-principal basis and do not create and shall not be deemed to create any employer-employee relationship between the AMC and the Distributor and/or its personnel/ representative(s). The Distributor and/or its personnel/ representative(s) shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of the AMC or in any manner bind the AMC or hold out or represent that the Distributor is representing or acting as a distributor of the AMC, except as expressly provided in these Terms and Conditions or otherwise in writing.
- The activities of the Distributor and its personnel/representative(s) shall not be construed to be activities of the AMC. Save and except as may be expressly permitted by the AMC in writing, the Distributor and its personnel/ representative(s) shall not at any time use the name, mark or logo of the PMF/ AMC in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the AMC.

### TERMINATION

- The appointment of the Distributor shall be liable to be terminated by the AMC forth with:
  - 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 (applicable for individual applicants)
  - If in the course of any judicial proceeding it is found that he/she /it or any of his/her / its personnel has knowingly participated in or connived at any fraud, dishonesty or misrepresentation, mis-selling, financial irregularities against the AMC or any Unit holder of Pramerica Mutual Fund
  - If the AMC is satisfied that any statement made in this Form was false or misleading or calculated to mislead;
  - If he/ she/ it acts in any other manner prejudicial to the interest of the AMC/Pramerica Mutual Fund; and
  - If he/ she/ it does not comply with applicable legislation, statutes, ordinances, regulations administrative rulings or requirement of law.
  - for non-compliance of any of the clauses of the Terms and Conditions specified herein and the changes made to the Terms and Conditions from time to time.
- 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 him/her 10 days notice without assigning any reason thereof. The Distributor may also terminate the agency at any time by giving 10 days notice to the AMC.
- The distributorship shall stand automatically terminated without any notice from the AMC upon disqualification or withdrawal of Regulatory/ Government approval to act in the capacity contemplated herein. Upon any termination, the Distributor shall forthwith handover to the AMC, all documents, papers and material pertaining to AMC/PMF and/or belonging to AMC/PMF.

### JURISDICTION.

- The Terms and Conditions hereof will be governed by the laws of India and in case of any dispute arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.

## CHECKLIST

For Individuals	For Corporates	For Partnership Firms
<b>Please Check if the following documents are enclosed</b>		
<input type="checkbox"/> Copy of the AMFI/NISM Certificate	<input type="checkbox"/> Copy of the AMFI/NISM Certificate	<input type="checkbox"/> Copy of the AMFI/NISM Certificate
<input type="checkbox"/> Copy of the AMFI Letter & ARN Card	<input type="checkbox"/> Copy of the AMFI Letter & ARN Card	<input type="checkbox"/> Copy of the AMFI Letter & ARN Card
<input type="checkbox"/> Copy of the Cancelled Cheque	<input type="checkbox"/> Copy of the Cancelled Cheque	<input type="checkbox"/> Copy of the Cancelled Cheque
<input type="checkbox"/> Copy of PAN Card	<input type="checkbox"/> MOA	<input type="checkbox"/> Partnership Deed & Resolution
	<input type="checkbox"/> Authorised Signatory List	<input type="checkbox"/> Authorised Signatory List
	<input type="checkbox"/> Board Resolution	<input type="checkbox"/> Copy of PAN Card
	<input type="checkbox"/> Copy of PAN Card	
<b>Please Check if the following mandatory details are filled</b>		
<input type="checkbox"/> Complete Address	<input type="checkbox"/> Complete Address	<input type="checkbox"/> Complete Address
<input type="checkbox"/> Contact Number	<input type="checkbox"/> Contact Number	<input type="checkbox"/> Contact Number
<input type="checkbox"/> AMFI Registration Number (ARN)	<input type="checkbox"/> AMFI Registration Number (ARN)	<input type="checkbox"/> AMFI Registration Number (ARN)
<input type="checkbox"/> Bank Account Details	<input type="checkbox"/> Bank Account Details	<input type="checkbox"/> Bank Account Details