

# DISTRIBUTOR EMPANELMENT FORM

Please read Terms & Conditions overleaf carefully. All sections to be completed legibly in English, in black/dark-coloured ink and in BLOCK LETTERS

**1 ORGANISATION/ INDIVIDUAL DETAILS** \*Mandatory

Name of the Organisation/Individual  Mr.  Ms.

Contact Person & Designation (For Non-Individuals)

ARN Number\*  Valid upto

Permanent Account Number\*  Date of Birth/Incorporation


**Address would recorded as per KYD details**

Category  National  Bank  Regional  IFA  Online  Institutional  Others

Landline No.  Country/Area Code         Mobile No.

E-mail Address  Website

Status  Individual  Sole Proprietorship  Partnership Firm  Bank  Company  Others  Please Specify



Recent Passport Size Photograph  
(Only for individuals)

**2 BANK ACCOUNT DETAILS\* MENTION TO INCLUDE CANCELLED CHEQUE COPY (Please ✓)**

Bank Name

Branch

A/C Type  A/C Type  Savings  Current  Others  Please Specify Bank A/C No.

Branch Address

City  State  Pin Code

IFSC Code (11 digit)  Or MICR Code (9 digit)

**3 BUSINESS DETAILS**

Operate from office  Yes  No Office Area Sq. ft.  No. of Branches

No. of Employees  No. of Sub-Brokers  Branches Spread Across  City  Zone  Across Country

Experience: No. of fund Houses empanelled with  Experience in years  Total No. of investors serviced

Equity AUM  Debt AUM  Total AUM

Do you deal or will you be interested in dealing in Alternative Investment Products?  Yes  No

If Yes, current AUM?  >100 Cr.  <100 Cr.

**4 NOMINATION DETAILS FOR BROKERAGE/COMMISSION (for Individual and Sole Proprietorship)**

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

Name of the Nominee

Date of Birth (if nominee is minor)         Relationship with Distributor

Name of Guardian (if Nominee is minor)

Address of Nominee/Guardian

**5 DOCUMENTS ENCLOSED (Please ✓)**

| <input type="checkbox"/> For Individual                     | <input type="checkbox"/> For Non Individuals   |
|---|--|
| <input type="checkbox"/> Copy of the AMFI/NISM Certificate  | <input type="checkbox"/> Certified True copy of Memorandum & Articles of Association/Partnership Deed/Bye Laws/Incorporation Certificate etc                                 |
| <input type="checkbox"/> Copy of ARN Letter & ARN Card      | <input type="checkbox"/> Certified True Copy of Board Resolution or original letter confirming that the organisation is authorised to undertake distribution of Mutual Funds |
| <input type="checkbox"/> Copy of the Cancelled Cheque       | <input type="checkbox"/> Certified True Copy of list of Authorised Signatories   |
| <input type="checkbox"/> Copy of PAN                        |  |
| <input type="checkbox"/> Copy of KYD Letter /Acknowledgment |  |

**6 DECLARATION & SIGNATURE\***

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 issued by SEBI and/or AMFI that may be applicable to me/us, and the terms and conditions stated overleaf as amended from time to time. I/We are not an employee of 360 ONE Asset Management Company Limited nor a relative of any Director/Employee of the AMC/Sponsor or any of its associates.

Valid upto         Place

Signature of the Distributor

**asset  
360  
ONE** **ACKNOWLEDGMENT SLIP**  
(To be filled in by the Applicant)

Received from  Mr./ Ms. /M/s

Date

Collection centre's stamp with date and time of receipt

## TERMS AND CONDITIONS

- The statements made/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 360 ONE Asset Management Company Limited (AMC) and the distributor and the distributor agree 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.
- In case of application by non-individuals, a certified true copy of the relevant resolution authorizing to undertake the activities of distribution of mutual fund units or a letter from the Chairman/MD/CEO/Authorized Persons confirming that the Organization has been authorized to undertake distribution of mutual funds along with a certified true copy of the Memorandum and Articles of Association/By-laws/Partnership Deed/Trust Deed/Society Registration Documents and Certificate of Registration and list of Authorized Signatories should be submitted.

### DECLARATION:

- 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 agency.
- The distributor agrees to carry out such directions and instructions that 360 ONE Asset Management Company Limited (AMC) may from time to time, issue in this regard.
- The distributor agrees to read and understand the Scheme Information Documents (SID), Statement of Additional Information (SAI) and Key Information Memorandum containing application form (KIM) (collectively known as Offer Documents) and any addendum /notice issued thereto of the respective scheme(s) carefully and explain the scheme specific risk factors, market risks, investment risks, investment objectives, and the special features of the schemes to the investors. The distributor must not make any representation concerning Units or the Mutual Fund except those contained in the Offer Documents of the respective scheme(s) and printed information issued by the AMC as information supplemental to such documents.
- The distributor agrees to use only such latest Offer Documents and advertising material provided by AMC and the distributor shall not design his/her own advertisement of the Scheme(s) of 360 ONE Mutual Fund or display the name, logo, mark of the AMC unless it has obtained prior approval in writing from The Distributor agrees to draw attention of their clients to the disclosures made in the SID/SAI/KIM relating to general risks of investing through mutual fund schemes as well as scheme specific risks such as (i) returns being subject to market risk including loss of capital on account of market volatility, force majeure events, changes in political and economic environment, default by issuers of securities to mutual funds, bankruptcy or insolvency of issuers and potential segregation of portfolio by AMC in such circumstances; (ii) suspension of redemption facility in case the scheme faces liquidity crisis; (iii) risks associated with subscription to new fund offering of the scheme such as price volatility risk, liquidity risk and delisting risk; (iv) winding up of schemes on account of illiquid instruments, higher volume of redemption requests from the investors or on account of unforeseen market events.
- The distributor agrees that he/she will not use any unethical means to sell, market or induce any investor to buy units of schemes of 360 ONE Mutual Fund.

The distributor agrees to maintain confidentiality of all investor details, deals and transactions and shall comply with the Data Sharing Principles prescribed by AMFI and the applicable laws on Personal Data Protection.

The distributor agrees to seek information from their clients about their financial status, investment experience and investment objectives in-order-to assess suitability of the Mutual Fund scheme being marketed to investors.

The distributor agrees to not deal in Direct Plan, and it should be ensured that on any digital platform provided by MFD for offering investment facility to investor, it is categorically disclosed that the scheme the investor is subscribing to is of Regular Plan which involves payment of commission to MFD

- The distributor agrees he/she 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 360 ONE Mutual Fund.

The distributor agrees to prominently display the link for the rate of commission received or receivable by the MFD for the different competing schemes of various Mutual Funds on the platform indicating the same as a hyperlink.

- The distributor shall not receive cash on behalf of the AMC. The distributor is not authorized to issue any receipt for cash and demand drafts received along with the application form(s) on behalf of the AMC.
- The distributor hereby agrees to comply with the provisions of the Securities and Exchange Board of India (Mutual Funds), Regulations, 1996 as amended from time to time with specific focus on regulations/guidelines on advertisements/sales literature, usage of pool accounts and comply with and adhere to the Code of Conduct and best practices prescribed for the intermediaries of Mutual Fund by Association of Mutual Fund of India (AMFI). The distributor shall also comply with circulars as issued from time to time by SEBI and adhere to the Code of Conduct for intermediaries of Mutual Fund and the various Best Practice Guidelines issued by the Association of Mutual Funds of India (AMFI).

- The distributor shall provide self-certification in the prescribed format certifying compliance with the provisions of the extant SEBI/Mutual guidelines/circulars, adherence to the Code of Conduct as prescribed by SEBI/AMFI for intermediaries of Mutual Fund and fulfilling the minimum prescribed criteria regarding the number of investors and average assets under management at the end of every financial year to the AMC. If the said self-certification is not provided, then the brokerage will be suspended till the time of receipt of the certificate.

- All distributors, personnel, sub-agents, and representatives of the distributor engaged in sales and marketing of the units of the Schemes of 360 ONE Mutual Fund should be certified and registered with AMFI and should hold a valid AMFI Certificate as required by SEBI. Further, the distributor shall on request by the AMC /360 ONE Mutual Fund / Trustee at any time and from time to time, provide a declaration to the above effect. In addition, the AMC/ 360 ONE Mutual Fund/Trustee shall have the right to obtain copies of AMFI 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 360 ONE Mutual Fund and they shall forthwith be required to furnish the same.

The distributor agrees to resolve investor grievances/ complaints arising out of marketing, sale and distribution activities and shall provide complete assistance to the AMCs for redressal of grievances/ complaints.

The distributors shall ensure that their employees quote the EUIN in the Application Form for investments. The NISM certification and AMFI registration shall be renewed on timely basis. The distributors shall ensure that their sub-distributors are compliant with SEBI regulations, AMFI guidelines and code of conduct at all-times and all their sub-distributors have a valid ARN.

- 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.

The distributor shall intimate the AMC and AMFI any changes in the intermediary's status, constitution, address, contact details or any other information provided at the time of obtaining AMFI Registration

- The distributor shall ensure that his/her 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 hereinabove and shall not commit or permit the commission of any offence; and in the event of any offence being committed, the distributor shall be liable for all consequences thereof; and the AMC shall not be directly or vicariously liable for the same.

- The distributor hereby agrees if he /she 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 agrees to have appropriate internal control procedures and financial and operational systems and processes which can be reasonably expected to detect and prevent mis-selling as well as mitigate financial loss arising from fraud and other dishonest acts, professional misconduct or omissions, theft, or force majeure events.

Distributors engaged in providing other financial services in addition to distribution of mutual fund products, where other financial products with assured return are being offered to clients, distributor and their

employees agree to ensure that they do not mis-sell mutual fund products based on indicative or assured return or regular income to the customers seeking to make investments. It shall be explained to the clients that MF investments are not guaranteed or assured return products and that the principal amount may be exposed to risk of loss.

Distributor shall (i) not provide any indicative portfolio or indicative yield or indicative return for any particular scheme or transaction and (ii) abstain from indicating or assuring returns for any particular scheme or transaction

### INDEMNITY:

- The distributor declares and covenants with the AMC, to defend indemnify and hold the AMC and its affiliates, promoters, successors in interest and permitted assigns harmless from and against all claims, damages, or assertions of liability of any kind or nature resulting from:
  - Any breach of term, covenants and conditions or other provisions hereof, or offer documents (s) or any actions or omissions thereunder
  - Any failure to comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings, or requirement of law
  - The misfeasance, 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 360 ONE Mutual Fund 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 360 ONE Mutual Fund 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/ 360 ONE Mutual Fund as applicable; b) any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the sub-agent (s)/representative(s).
- The distributor hereby undertakes, affirms, represents, warrants and agrees that he shall upload/ share all the relevant transaction feeds / information including but not limited to the SIP cancellation / pause request details received from the Clients within a period of T+1 (working day) with CAMS/AMC for the purpose of updating records maintained at CAMS/AMC without any default or remiss.
- The distributor further declares and represents that the distributor shall indemnify and keep the AMC harmless from any and all (direct and indirect) liabilities arising from Investment Advisor failure to comply with the aforementioned reporting requirement. Investment Advisor acknowledge and agrees that in the event of any repeated failure or default by the Investment Advisor in compliance with the aforesaid requirement, AMC shall be free to terminate the current agreement for default with immediate effect.

### 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 them for AMC till the subsistence of the agency except on the investments made in his/her own name. The brokerage will be paid to the distributor at the rate(s) prescribed by the AMC. Provided, however, that the rate (s) are subject to revision at 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 agency 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 / 360 ONE Mutual Fund/ Trustee for any loss incurred by him/ her 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 is required to enclose 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 SEBI/AMFI guidelines, 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 agency 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 all the business brought /funds mobilized by them for AMC before the termination of the agency.

Intermediaries shall refund to AMCs, either by set off against future commissions or payment, all incentives of any nature, including commissions received, that are subject to claw-back as per SEBI regulations or the terms and conditions issued by respective AMC.

In respect of purchases (including switch-in's) into any fund w.e.f. January 1, 2013, in the event of any switches from Regular Plan (Broker Plan) to Direct Plan, all upfront commissions paid to distributors shall be liable to complete and / or proportionate claw-back.

### 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 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, the distributor and its personnel/representative(s) shall not at any time use the name, mark, or logo of the 360 ONE Mutual Fund/ 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 forthwith:
  - 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
  - if in course of any judicial proceeding it is found that he/she has knowingly participated in or connived at any fraud, dishonesty or misrepresentation, financial irregularities against the AMC or any Unit holder of 360 ONE Mutual Fund
  - if the AMC is satisfied that any statement made in the Form was false or misleading or calculated to mislead
  - if he/she acts in any other manner prejudicial to the interest of the AMC/360 ONE Mutual Fund; and
  - if he /she does not comply with all applicable legislation, statutes, ordinances, regulations administrative rulings or requirement of law.
  - noncompliance 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 agency shall stand automatically terminated without any notice from the AMC / Mutual Fund upon disqualification or withdrawal of Regulatory /Government approval to act in the capacity contemplated herein. Upon any termination, the distributor shall forthwith handover all documents, papers and material pertaining to AMC/ 360 ONE Mutual Fund and /or belonging to AMC/ 360 ONE Mutual Fund to the AMC.

### NOMINATION FACILITY:

- The AMC offers nomination facility to distributor to enable the nominee to receive trail commissions on the business done before the demise of distributor holding ARN provided the distributor has complied with the Terms and Conditions mentioned herein above.
- In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.

Signature of the Distributor