

DISTRIBUTOR EMPANELMENT FORM

- A) Please fill in the Application Form in BLOCK LETTERS.
 B) Fields marked (*) are mandatory.

1. KEY CONTACT DETAILS*

Name: (Mr./Ms. M/s)											PHOTOGRAPH (required only for Individual Distributors)
Communication Address:											
Telephone: (O) _____ - _____ (R) _____ - _____											
Mobile: _____ Fax: _____ - _____											
E-Mail: _____											

2. TAX STATUS* (Please tick anyone)

INDIVIDUALS		NON-INDIVIDUALS		
<input type="checkbox"/> Individuals	<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> Private Limited Company	<input type="checkbox"/> Public Limited Company
		<input type="checkbox"/> Banks	<input type="checkbox"/> LLP	<input type="checkbox"/> Other _____

3. ADDITIONAL INFORMATION*

Date of Birth: (Individual) <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y	Date of Incorporation: (Non-Individuals) <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y																								
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Educational Qualification: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																					Contact Person: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																				
Country of Incorporation: <input type="checkbox"/> India <input type="checkbox"/> Other* (please specify) _____	PAN No.: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																								
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4. HELP US TO KNOW YOU BETTER

Anniversary Date:

D	D	M	M	Y	Y	Y	Y
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 No. of children:

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 Age: Child 1-

--	--

 Child 2-

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5. NOMINATION DETAILS FOR BROKERAGE / COMMISSION

(For individuals and sole proprietorships)

Name:																																			
Address:																																			
Date of Birth of Nominee:	<table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>							D	D	M	M	Y	Y	Y	Y																				
D	D	M	M	Y	Y	Y	Y																												
Name of Legal Guardian: (required only in case of nominee is minor)																																			
Address of Legal Guardian:																																			
Relationship with Distributor:								Signature of Legal Guardian: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																											

6. DETAILS OF YOUR BANK ACCOUNT*

Account No.: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																						Type: <input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> Others _____																																											
Bank Name: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																						Branch: <table border="1" style="display: inline-table; border-collapse: collapse;"><tr><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td></tr></table>																																											
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The Commission will be directly credited to above Bank Account by default

7. MODE OF DISTRIBUTION*

- Online Offline Both

ARE YOU REGISTERED FOR MAILBACK SERVICE

- Yes No

of service tax, education cess and secondary & higher education cess, if any.

The Non-Individual Distributor is authorized to canvass the sales through its sub-agents, if any. However, only the Non-Individual Distributor will be paid commission on the entire business canvassed by it including that through its sub-agents at the rate(s) prescribed by TRUST AMC. TRUST AMC will not entertain claims of any sub agent for payment of commission in respect of the business canvassed by him/her/it on behalf of his/her/its principal Non-Individual Distributor.

9. (a) The Distributor should use the prescribed application form for the Distributors and should affix his/her name and ARN, EUIN no. in the space provided for in the application form. No commission shall be payable by the AMC to the Distributor if the prescribed application form is not used or the ARN, EUIN is not affixed.

Persons working on behalf of the Non-Individual Distributor as sub-agents should affix his/her name and sub-agent code, EUIN no. and ARN of principal non-individual Distributor also in the space provided for in the application form. No commission shall be payable by the AMC to the Distributor if the prescribed application form is not used or the ARN, Sub-agent code, EUIN is not affixed.

- (b) A Distributor or a sub agent of Non-Individual Distributor is expected to ensure that the application forms filled up by his/her/their clients are complete in every respect.
- (c) A Distributor who wrongly receives any sum of money from the AMC which is not due or payable to him/her by the AMC, shall refund such amount to the AMC forthwith or on receipt of intimation to that effect from the AMC.
- (d) The Distributor agrees that the AMC shall be entitled to recover or adjust all such amounts as are wrongly paid to the Distributor from and out of any commission or any other sum payable by the AMC to the Distributor.

10. A Distributor (both individual and non-individual) will not be entitled to any payment beyond the commission referred to above for work done by him/her/them in connection with the distributorship.

11. A Distributor shall protect and keep harmless and indemnify TRUST AMC, TRUST Trustee Company Private Limited and TRUST Mutual Fund against and in respect of any losses, claims, costs, charges, expenses etc. ,which TRUST AMC, TRUST Trustee Company Private Limited and TRUST Mutual Fund may have to incur/ suffer as a result of the acts of omission, commission , negligence, fraud by whatever name it is called and breach of the terms and conditions of the empanelment of distributor by the distributor, its personnel or any person canvassing the business on behalf of the distributor.

12. 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.

13. 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 TRUST Mutual Fund/ AMC in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the AMC.

14. 1) The appointment of the Distributor shall continue to remain in full force and effect unless terminated by TRUST AMC, in accordance with the terms and conditions of the empanelment.

- 2) The empanelment of an Individual or Non-Individual Distributor shall be liable to be terminated by the AMC forthwith:

- (a) If he/she is found to be a minor.
- (b) If he/she or the Principal Person(s) in-charge of the non-individual Distributor or Person(s) incharge of the day-to-day affairs of the Non-Individual Distributor is adjudicated insolvent.
- (c) If he/she is found to be of unsound mind by a court of competent jurisdiction
- (d) If he/she or the Principal Person(s) in-charge of the non-individual Distributor or Person(s) incharge of the day-to-day affairs of the Non-

Individual Distributor is or has been within five years immediately preceding his/her/its appointment convicted by a criminal court for an offence involving moral turpitude.

- (e) The Non-Individual Distributor and/or its sub agent is prosecuted under any enactment for infraction of any law which in the opinion of TRUST AMC (which is final and binding) will adversely affect its interest and image.

- (f) The Non-Individual Distributor has voluntarily or involuntarily become the subject of proceedings under bankruptcy or insolvency law or liquidation or winding up.

- (g) If in the course of any judicial proceeding it is found that he/she or the Principal Person(s) incharge of the Non-Individual Distributor or Person(s) in-charge of the day-to-day affairs of the Non-Individual Distributor has knowingly participated in, or connived at, any fraud dishonesty or misrepresentation against the AMC or any unit holder.

- (h) If he/she or representative of Non-Individual Distributor is found to canvass the sale of units (issued under any scheme or plan) in or around the premises of the office/Financial Centre of the AMC, its agency bank with a view to intercepting or embarrassing to direct sale or act in any other manner prejudicial to the AMC's efforts in promoting sales across the counter.

- (i) If the AMC is satisfied that any statement made in the application form for Distributorship was false or misleading or calculated to mislead.

- (j) If the sub-agent of Non-Individual Distributor committed or suffered from any of the disabilities listed above, which, in the opinion of AMC, cannot be adequately cured by termination of sub-agency by the Non-Individual Distributor and, in the opinion of AMC, the Distributorship of Non-Individual Distributor has to be terminated for safeguarding the interest and image of AMC.

- (k) If the AMC is satisfied that Distributor (both Individual and Non-individual)

- i. has offered or continues to offer any kind of an incentive to prospective investor or
- ii. has appointed sub-distributor(s) for canvassing sale of units or
- iii. in any statement, hand bills, circular or any other form of publicity material brought out by him/her/them has (a) reproduced the logo of the AMC or (b) reproduced any advertisement whether in full or in part, issued by the AMC without the prior authority of the AMC or
- iv. acts in any other manner prejudicial to the interest of the AMC.

- 3) The provisions in the preceding paragraph shall be without prejudice to the provisions in the next Succeeding paragraph.

15. In addition to what is stated in the preceding paragraphs the AMC shall have right to terminate the Distributorship of a Distributor (both Individual and Non-Individual)

At any time by giving him/her ten days' notice and without assigning any reasons thereof and without any liability to pay any compensation. A Distributor may also terminate Distributorship at any time by giving ten days' notice to the AMC but such termination by the Distributor shall not become effective till the Distributor fully discharges the obligations accrued up to the date of receipt of notice by AMC and the Distributor has returned/ surrendered all the materials of AMC and accounted therefore.

16. Any advertisement campaign undertaken by the Distributor for promotion of sale of units of AMC and all other incidental expenses incurred by him/her/it will have to be borne from their own funds. AMC will not be liable to reimburse any such promotional or other expenditure.

17. The AMC offers nomination facility to the Individual / Sole Proprietorship 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. The payment of the said amount by the AMC to the nominee shall fully discharge AMC from all its obligations.

18. Disputes arising out of this arrangement will be subject to the jurisdiction of the courts in Mumbai City only.

19. A Distributor shall not have any claim against the AMC for any loss incurred by him/her/them as not anticipated and arising out of any revision in the rate of commission for business canvassed.

20. Towards better business development, image building and strategy

formulation, as also towards regulatory changes, TRUST AMC reserves the right to add/modify/delete conditions as it deems fit and proper.

21. In addition to all the above if a Distributor is found violating any of the SEBI rules and regulations for intermediaries which are framed or amended by SEBI from time to time and also any of the AMFI Guidelines and Norms for Intermediaries (AGNI) including code of conduct and any rules and regulations that may be framed or amended by AMFI from time to time and his/her/its registration is cancelled by AMFI, his/her/its Distributorship will liable for termination.
22. All the above clause unless specified specifically shall be applicable and binding to all the Distributor i.e. Individual/Non-Individual both.
23. The first business year for a Distributor will commence from the date of his/her/their empanelment and end on the succeeding 31st of March. Every subsequent business year will commence from the 1st of April and end on 31st of March (or earlier date in case the Distributorship is discontinued/terminated).

I/We have read the above-mentioned terms and conditions of Distributorship and accept the same consciously and with free will.

Place: _____

Date: _____

Signature

**Full Name of the Applicant/
Authorized signatory:** _____

Date:

TRUST Asset Management Private Limited,

801, Naman Center, Bandra Kurla Complex,

Bandra (East), Mumbai 400 051.

Re: ARN-_____ , the Terms & Conditions for Distributorship dated _____.

Dear Sir,

This is with reference to my/our application dated _____ and the terms and conditions agreed by me for empanelment of Distributor for canvassing sale of units of TRUST Mutual Fund. While carrying out my obligations as empanelled Distributor of TRUST Mutual Fund, I /We hereby solemnly affirm and declare as under:

1. I/We will always consider investor's interest as paramount and take necessary steps to ensure that the investor's interest is protected in all circumstances.
2. I/We will always adhere to SEBI Mutual Fund Regulations and guidelines issued from time to time related to distributors, selling, distribution and advertising practices. Be fully conversant with the key provisions of the Scheme Information Document (SID), Statement of Additional Information (SAI) and Key Information Memorandum (KIM) as well as the operational requirements of various schemes.
3. I/We will always comply with SEBI guidelines / requirements issued from time to time in preparation of sales, promotional or any other literature about any schemes. Performance disclosures should also comply with the requirements specified by SEBI. Provide full and latest information of schemes to investors in the form of SAI, SID, addendum, performance reports, fact sheets, portfolio disclosures and brochures; and recommend schemes appropriate for the investor's risk profile and needs.
4. I/We will always highlight risk factors of each scheme, desist from misrepresentation and exaggeration and urge investors to go through SAI / SID/ KIM before deciding to make investments.
5. I/We will always disclose to the investors all material information including all the commissions (in the form of trail or any other mode) received for the different competing schemes of various Mutual Funds from amongst which the scheme is being recommended to the investors.
6. I/We will always abstain from indicating or assuring returns in any type of scheme, unless the SID is explicit in this regard.
7. I/We will always maintain necessary infrastructure to support the TRUST AMCs in maintaining high service standards to investors and ensure that critical operations such as forwarding forms and cheques to TRUST AMC/its Registrars and dispatch of statement of account and redemption cheques to investors are done within the time frame prescribed in the SID/SAI and SEBI Mutual Fund Regulations.
8. I/We will never collude with investors in faulty business practices such as bouncing of cheques, wrong claiming of dividend/redemption cheques, splitting of applications in the schemes to circumvent regulations for any benefit, etc.
9. I/We will never undertake commission driven malpractices such as:
 - a. recommending inappropriate products solely because the intermediary is getting higher commissions therefrom.
 - b. encouraging over transacting and churning of Mutual Fund investments to earn higher commissions.
 - c. Splitting of applications to earn higher transaction charges / commissions.
10. I/We will always abstain from making negative statements about TRUST AMC or scheme and ensure that comparisons, if any, are made with similar and comparable products along with complete facts.
11. I/We will keep investors abreast with the developments relating to the Mutual Fund Industry as also changes in the scheme information and information on TRUST Mutual Fund / TRUST AMC like changes in fundamental attributes, changes in controlling interest, loads, liquidity provisions, and other material aspects and deal with the investors appropriately having regard to the up to date information.
12. I/We will strictly maintain confidentiality of all investor details, deals and transactions.
13. I/We will keep investor's interest and suitability to their financial needs as paramount and that extra commission or incentive should never form the basis for recommending a scheme to the investor.
14. I/We will not rebate commission back to investors and abstain from attracting investors through temptation of rebate/gifts etc.
15. I/We will always protect the investors from potential fraudulent activities. I/We will take reasonable steps to ensure that the investor's address and contact details filled in the TRUST Mutual Fund application form are investor's own details, and not of any third party.

Where the required information is not available in the application form, I /We shall obtain accurate and updated information from the investor. I/We will abstain from filling wrong / incorrect information or information of my own or of my employees/ officials as the investor's address and contact details in the application form, even if requested by the investor to do so. I/We will abstain from tampering in any way with the application form submitted by the investor, including inserting, deleting or modifying any information in the application form provided by the investor.
16. I/We along with my sales personnel engaged in sales / marketing shall obtain NISM certification and register with AMFI and obtain an Employee Unique Identification Number (EUIN) from AMFI apart from AMFI Registration Number (ARN). I will ensure that my employees quote the EUIN in the Application Form for investments. The NISM certification and AMFI registration shall be renewed on timely basis.
17. I/We will always comply with the Know Your Distributor (KYD) norms issued by AMFI.
18. I/We will always co-operate with and provide support to TRUST AMC, AMFI, competent regulatory authorities, Due Diligence Agencies (as applicable) in relation to the activities of the intermediary or any regulatory requirement and matters connected thereto.
19. I/We will provide all documents of my investors in terms of the Anti-Money Laundering / Combating Financing of Terrorism requirements, including KYC documents / Power of Attorney / investor's agreement(s), etc. with Intermediaries as may be required by TRUST AMC from time to time.
20. I/We will always be diligent in attesting / certifying investor documents and performing In Person Verification (IPV) of investors for the KYC process in accordance with the guidelines prescribed by AMFI /KYC Registration Agency (KRA) from time to time. I /We further consents that it will ensure that each of its Customers is KYC compliant (KRA or CKYC compliant).

21. I/We will always adhere to AMFI guidelines and Code of Conduct issued from time to time related to distributors, selling, distribution and advertising practices.
22. I/We will always intimate TRUST 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.
23. I/We will always observe high standards of ethics, integrity and fairness in all its dealings with all parties –investors, TRUST Mutual Fund/ TRUST AMC, Registrars & Transfer Agents and other intermediaries. I will always render at all times high standards of service, exercise due diligence, and ensure proper care.
24. I/We will always ensure that the criteria specified by SEBI for due diligence exercise are maintained in respect of the "Advisory" services provided by me to the investors.
25. I/We will always refund to TRUST AMC, 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 TRUST AMC.
26. I/We will not indulge in fraudulent or unfair trade practices of any kind while selling units of Schemes of TRUST Mutual Fund. Selling of units of schemes of TRUST Mutual Fund by me directly or indirectly by making false or misleading statement, concealing or omitting material facts of the scheme, concealing the associated risk factors of the schemes or not taking reasonable care to ensure suitability of the scheme to the investor will be construed as fraudulent / unfair trade practice.

I/We, _____ and my/our heirs, administrator, Successors & permitted assigns indemnify and agree to indemnify TRUST AMC, TRUST Trustee Company Pvt. Ltd and TRUST Mutual Fund from all claims, charges, costs and consequences, which may arise due to breach of any of my above declarations including the terms and conditions of the distributorship agreed by me. This declaration and indemnity shall always be forming integral part and parcel of the terms and conditions agreed by me for canvassing sale of units of TRUST Mutual Fund. This declaration and indemnity is continuous, irrevocable and made consciously and voluntarily.

Thanking you,

Yours faithfully,

Name of the Distributor: _____
ARN: _____
Tel No.: _____
Mobile Number: _____
Address: _____

Empanelment Check List								
List of Documents required	IFA (Individual)	Sole Proprietor	HUF	Partnership Firm	Company	Society	Trust	Bank
Copy of the AMFI / NISM Certification *	NA	Y	Y	Y	Y	Y	Y	Y
Copy of ARN Card *	Y	Y	Y	NA	NA	NA	NA	NA
Copy of the PAN Card *	Y	Y	Y	Y	Y	Y	Y	Y
Copy of the Cancelled Cheque * / Original Cancelled Cheque	Y	Y	Y	Y	Y	Y	Y	Y
True Copy of Memorandum & Articles of Association #	NA	NA	NA	NA	Y	NA	NA	NA
True Copy of Authorised Signatory List #	NA	NA	NA	Y	Y	Y	Y	Y
True Copy of Partnership Deed & Resolution #	NA	NA	NA	Y	NA	NA	NA	NA
True Copy of Board Resolution #	NA	NA	NA	NA	Y	NA	NA	NA
True Copy of Trust Deed #	NA	NA	NA	NA	NA	NA	Y	NA
True Copy of Bye laws #	NA	NA	NA	NA	NA	Y	NA	Y
True Copy of Certificate of Incorporation / Registration #	NA	NA	NA	Y	Y	NA	NA	NA
Know Your Distributor' (KYD) Acknowledgement*	Y	Y	Y	Y	Y	Y	Y	Y

* - Self / Authorised Signatory, # - Authorised Signatory