

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)	D D M M Y Y Y Y	Date of Incorporation: (Non-Individuals)	D D M M Y Y Y Y	
Educational Qualification:			Contact Person:	
Country of Incorporation: <input type="checkbox"/> India <input type="checkbox"/> Other* (please specify) _____			PAN No.:	
EUIIN No.:	E -	(Please attach a copy of the PAN Card / Letter)		

4. HELP US TO KNOW YOU BETTER

Anniversary Date: D D M M Y Y Y Y No. of children: Age: Child 1- Child 2-

5. NOMINATION DETAILS FOR BROKERAGE / COMMISSION

(For individuals and sole proprietorships)

Name:											
Address:											
Date of Birth of Nominee:	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:					

6. DETAILS OF YOUR BANK ACCOUNT*

Account No.:		Type: <input type="checkbox"/> Savings <input type="checkbox"/> Current <input type="checkbox"/> Others _____
Bank Name:		Branch:
IFSC Code:		MICR Code: City:

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

8. FUNDS MOBILISED

	Mutual Funds										Other Instruments									
Cumulative to date (Rs.)																				
Last one year (Rs.)																				

Have you received any awards and achievements in last three years? If yes, please share details. _____

9. INFORMATION UPDATES VIA (Please tick) SMS Email Whatsapp

10. AMFI CERTIFICATION DETAILS* (Please attach a copy of the ARN Card / AMFI Certificate)

ARN No.:

A	R	N	-																	
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 Passed on:

D	D	M	M	Y	Y	Y	Y
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 Valid upto:

D	D	M	M	Y	Y	Y	Y
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11. DECLARATION*

I/We hereby declare that the information furnished is true and correct to the best of my/our knowledge and belief. I/We undertake to abide by the terms and conditions stated overleaf and the changes in Terms & Conditions from time to time relating to the empanelment of distributor. I/We am/are not an Employee or a relative of a Director/Employee of the AMC/Sponsor/or any of its associates.

Place:

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Date:

D	D	M	M	Y	Y	Y	Y
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Signature of Applicant /Authorised Signatory _____

FOR OFFICE USE ONLY

Application received on:

D	D	M	M	Y	Y	Y	Y
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 ISC:

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 Agent's Code:

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Date of Appointment:

D	D	M	M	Y	Y	Y	Y
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 Remarks: _____

Authorised by: _____

Designation: _____

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 TRUST Asset Management Private Limited (TRUST AMC or AMC) and the distributor and the distributor agrees to be legally bound by the same
- A Distributor shall carry out such directions and instructions as may, from time to time, be issued by TRUST AMC or persons duly authorized by the TRUST AMC, for the purpose of fully and effectively carrying out his/her/its activities as Distributor and complying with the terms and conditions of Distributorship.
 - The Distributor represents and warrants to TRUST AMC that he/she/it is competent to provide services to TRUST AMC as per the terms and conditions of the empanelment, SEBI and AMFI Regulations, Circulars and Rules and that he/she/it has obtained all legal and regulatory approvals, if any, required in relation thereto.
- The Distributor agrees to assist Trust AMC in complying with the relevant extant statutory and other applicable regulatory requirements relating to anti money laundering and know your client. Further, the Distributor undertakes that it authorizes TRUST AMC to disclose all or in any information procured from the distributor to any service provider for complying with any statutory obligations.
- Distributor confirms that are no records of regulatory / statutory levies, fines and penalties, legal suits, customer compensations made; causes for these and resultant corrective actions taken. If any, please provide the details separately for appropriate decision.
 - Individual and Non-individual distributors are required to undertake its activity based on the eligibility criteria as specified by Association of Mutual Funds in India ("AMFI") , SEBI & TRUST AMC from time to time.
- The Distributor shall provide self-certification in the prescribed format certifying compliance with the provisions of the extant SEBI Mutual Fund/ AMFI 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.
- A Distributor is not authorized to receive cash on behalf of the AMC and issue any receipt thereof. He/she shall advise the applicants to lodge their applications together with the relative amounts with a branch of the bank/ collection center functioning as an authorized agent of the TRUST AMC for receipt of application and instrument and to issue official receipt thereof. Alternatively, the applications may be lodged at any office of the AMC and receipt obtained thereof. The non-individual Distributor should not issue receipt for applications unless specifically authorized by TRUST AMC.
- A Distributor will be eligible for brokerage/commission, or any other permissible payment, due and payable, on the business canvassed by him/her (except as may be prohibited by SEBI/AMFI from time to time including on their own investment) under each Scheme/Plan at the rate/s prescribed by TRUST AMC (herein referred to as "TRUST AMC" or "AMC") at the commencement of the Distributorship. TRUST AMC shall have right to modify the terms as may be informed to the Distributor from time to time in writing and Distributor shall be bound by such changes. The brokerage/ commission shall be all inclusive (i.e. on gross basis) subject to deduction of all prevalent taxes (including deduction of tax at source under the Income Tax Act 1961 and Rules made thereunder), levies, duties, cess etc. and shall also be subject to deduction of service tax, education cess and secondary & higher education cess, if any. TRUST AMC shall make only such payment which a Distributor is authorised to receive in line with the SEBI and AMFI guidelines.
- 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.
- (b) 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.
- a. 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.
- b. 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 / adjust the wrongly paid amount to the AMC forthwith or on receipt of intimation to that effect from the AMC as guided by TRUST AMC.
10. A Distributor shall protect and keep harmless and indemnify TRUST AMC, TRUST AMC Trustee Private Limited and TRUST Mutual Fund against and in respect of any losses, claims, costs, charges, expenses etc., which TRUST AMC, TRUST AMC Trustee Private Limited and TRUST Mutual Fund may have to incur/ suffer as a result of the acts of omission, commission, negligence, non-abidance of the terms of scheme related documents, 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.
11. 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.
12. 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.
13. 1) The appointment of the distributor shall be liable to be terminated by the AMC forthwith:
- a. If the distributor 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 the Distributor has knowingly participated in or connived at any fraud, dishonesty or misrepresentation, financial irregularities against the AMC or any Unit holder of Trust Mutual Fund.
- c. If the AMC is satisfied that any statement made in the Form was false or misleading or calculated to mislead;
- d. If the distributor is not conducting its business through legitimate means;
- e. If he/she acts in any other manner prejudicial to the interest of the AMC/ Trust Mutual Fund
- f. If he/she does not comply with all applicable legislation, statutes
- g. If he/she does not comply with all applicable legislation, statutes, ordinances, regulations administrative rulings or requirement of law
- h. 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.
- 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.
14. 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.
15. In case of any dispute TRUST AMC would first resort to resolve the matter amicably and if not resolved in line with the provisions Arbitration and Conciliation Act, 1996. Disputes arising out of this arrangement will be subject to the jurisdiction of the courts in Mumbai City only.
16. A Distributor shall not have any claim against the TRUST 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.
17. 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.
18. 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.

AMFI Code of Conduct

1. Consider investor's interest as paramount and take necessary steps to ensure that the investor's interest is protected in all circumstances.
2. 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. 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, addenda, performance reports, fact sheets, portfolio disclosures and brochures; and recommend schemes appropriate for the investor's risk profile and needs.
4. 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. 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. Abstain from indicating or assuring returns in any type of scheme, unless the SID is explicit in this regard.
7. Maintain necessary infrastructure to support the AMCs in maintaining high service standards to investors, and ensure that critical operations such as forwarding forms and cheques to AMCs/registrars and despatch 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. Do not 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. Do not 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.

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 Thirty days' notice to the AMC but such termination by the Distributor shall not become effective till the Distributor fully discharges

- c. Splitting of applications to earn higher transaction charges / commissions.
10. Abstain from making negative statements about any AMC or scheme and ensure that comparisons, if any, are made with similar and comparable products along with complete facts.
 11. Intermediaries shall keep themselves abreast with the developments relating to the Mutual Fund Industry as also changes in the scheme information and information on mutual fund / 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. Maintain confidentiality of all investor details, deals and transactions.
 13. Intermediaries shall 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. Intermediaries shall not rebate commission back to investors and abstain from attracting investors through temptation of rebate/gifts etc.
 15. To protect the investors from potential fraudulent activities, intermediary should take reasonable steps to ensure that the investor's address and contact details filled in the 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, intermediary should make reasonable efforts to obtain accurate and updated information from the investor. Intermediaries should abstain from filling wrong / incorrect information or information of their own or of their employees, officials or agents as the investor's address and contact details in the application form, even if requested by the investor to do so. Intermediary should 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. Intermediaries including the sales personnel of intermediaries engaged in sales / marketing shall obtain NISM certification and register themselves with AMFI and obtain a Employee Unique Identification Number (EUIN) from AMFI apart from AMFI Registration Number (ARN). The Intermediaries shall ensure that the employees quote the EUIN in the Application Form for investments. The NISM certification and AMFI registration shall be renewed on timely basis. Employees in other functional areas should also be encouraged to obtain the same certification.
 17. Intermediaries shall comply with the Know Your Distributor (KYD) norms issued by AMFI.
 18. Co-operate with and provide support to AMCs, 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. Provide all documents of its 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 AMCs from time to time.
 20. Be diligent in attesting / certifying investor documents and performing In Person Verification (IPV) of investor's for the KYC process in accordance with the guidelines prescribed by AMFI / KYC Registration Agency (KRA) from time to time.
 21. Adhere to AMFI guidelines and Code of Conduct issued from time to time related to distributors, selling, distribution and advertising practices.
 22. 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.
 23. Observe high standards of ethics, integrity and fairness in all its dealings with all parties - investors, Mutual Funds / AMCs, Registrars & Transfer Agents and other intermediaries. Render at all times high standards of service, exercise due diligence, and ensure proper care.
 24. Intermediaries satisfying the criteria specified by SEBI for due diligence exercise, shall maintain the requisite documentation in respect of the "Advisory" or "Execution Only" services provided by them to the investors.
 25. 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.
 26. 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.
 27. Do not indulge in fraudulent or unfair trade practices of any kind while selling units of Schemes of any mutual fund. Selling of units of schemes of any mutual fund by any intermediary 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 have read the above-mentioned terms and conditions of Distributorship and accept the same consciously and with free will.
- Place:** _____
- Date:** _____
- Authorized signatory:** _____
- Name of the Distributor:** _____
- ARN:** _____
- Tel No.:** _____
- Mobile Number:** _____

Empanelment Check List								
List of Documents required	IFA (Individual)	Sole Proprietor	HUF	Partnership Firm	Company	Society	Trust	Bank
Copy of the AMFI 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
Due diligence declaration	Y	Y	Y	Y	Y	Y	Y	Y

* - Self / Authorised Signatory, # - Authorised Signatory

DECLARATION – CUM – UNDERTAKING

To,
TRUST Asset Management Company Limited
801, Naman Centre, BKC, Bandra (E), Mumbai – 400 051

Ref.: ARN: _____

Sub.: Declaration cum undertaking.

I / We hereby declare and confirm that:

- I / We have multiple point presence (i.e., presence more than twenty locations);
- I / We have Asset Under Management (AUM) raised over Rupees One Hundred Crores across industry in the non institutional category but including high net worth individuals (HNIs);
- I / We have received commission over Rupees One Crore per annum across industry.
- I / We have received commission over Rupees Fifty Lacs from a single Mutual Fund.
- I / We agree to provide any nature of clarification / document related to the business operations which the AMC may require within reasonable period.

(Tick (√) whichever is applicable to you. If none of the above is applicable, please tick (√) the below category)

- I / We do not fall under any of the criteria specified above.

I / We hereby undertake that I/ we will promptly intimate if any time after the date of this declaration, I /we fall under any of the abovementioned criteria, or any other criteria specified by SEBI in relation to the said SEBI circular on due diligence process for distributors.

I / We hereby confirm that the information furnished above is true and correct to the best of my / our knowledge and belief. I / We do hereby agree that this declaration cum undertaking shall form part of the distribution empanelment form which I / we have signed and shall form basis of my / our empanelment with you.

Name & Address of the Distributor:

Signature of the distributor / authorized person