



**6. DECLARATION**

I hereby declare that the information furnished is true and correct to the best of my knowledge and belief.  
I 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 am not an Employee or a relative of a Director / Employee of the AMC/Sponsor/or any of its associates.

Name:	Please Sign Here
Date: D D M M Y Y Y Y Place:	

**7. Empanelment for BSE STAR MF / NSE NMF II\* / ICEXMF (Please fill below details, if applicable)**

SEBI Registration Number for NSE: (Please enclose a copy of the certificate):

SEBI Registration Number for BSE: (Please enclose a copy of the certificate):

SEBI Registration Number for Indian Commodity Exchange Ltd: (Please enclose a copy of the certificate):

Mutual Fund Distributor Code No: (Please enclose a copy of the certificate):

MFD ARN:

The Distributor would be allowed to distribute the Eligible Schemes of Mirae Asset Mutual Fund through NSE NMF II, BSE StAR MF and ICEXMF, provided the Distributor represents, agrees and confirms to the terms and conditions available here or under the downloads section available on the website www.miraeassetmf.co.in

S. No.	Status	Mandatory Documents (Category whichever applicable)
1	Individual / HUF	ARN Card, KYD Certificate, PAN Card, Cancelled Cheque
2	Proprietorship	AMFI Registration Certificate, KYD Certificate, PAN Card, Cancelled Cheque
3	Partnership	AMFI Registration Certificate, KYD Certificate, PAN Card, Authorized Signature list, Partnership Deed, Cancelled Cheque
4	Corporate	AMFI Registration Certificate, KYD Certificate, PAN Card, Authorized Signature list, Board of Resolution Certificate, Certificate of Incorporation, Memorandum of Articles / Cancelled Cheque
5	Society / Trust	AMFI Registration Certificate, KYD Certificate, PAN Card, Board of Resolution Certificate, Memorandum of Articles, Authorized Signature list, Certificate of Incorporation / Certificate of Registration Societies, Cancelled Cheque

**For office use only**

I have verified and checked the original document(s) and found that the same is in order.

Reporting Branch:	Location Code:														
Relationship Manager Name:	Emp Code:														
Internal Code:															
Signature of Branch Manager															
Signature of Sales Support at Corp Off:										Date of Updation: D D M M Y Y Y Y					
Approved by National Sales Head:										Date: D D M M Y Y Y Y					

**For registrar's use only**

Form No.:																	
Date of Receipt of Application:	D	D	M	M	Y	Y	Y	Y	Date of Updation:	D	D	M	M	Y	Y	Y	Y

**DOCUMENTED CHECKLIST (Please ✓)**

Sr. No.	Document Type	Self Verification	For Office Use & Verification
1	Empanelment form (With Effective date of empanelment)		
2	Copy of ARN Certificate		
3	Attested Copy of PAN Card		
4	Attested Copy of Memorandum & Articles of Association/Trust Deed/Partnership Deed/ Incorporation Certificate		
5	Attested Copy of Resolution of Firm/Company and Authorised Signatory List		
6	a) Declaration of adherence to all AMFI/SEBI circulars and guidelines b) Declaration stating that all employees are AMFI Certified		
7	Bank Account details: Bank Name/Branch/Number/CanceledCheque Leaf		

\*(AC: Alternate Channels, ND: National Distributors, RD: Regional Distributors, FI: Financial Institution, NBFC: Non Banking Financial Companies, PCG: Private Client Group)

1. 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 Mirae Asset Investment Managers (India) Private Limited (the "AMC") and the distributor agrees to be legally bound by the same.
  2. 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/Authorised 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/Bye-laws/Partnership Deed /Trust Deed /Society Registration Documents and Certificate of Registration and list of Authorised Signatories must be submitted.
  3. The AMC and the Distributor may, if they so desire, enter into a separate operational and service level agreement in connection with the distribution of the Schemes of Mirae Asset Investment Managers (India) Private Limited (The Mutual Fund).
  4. The appointment as the distributor will be at the sole discretion of the AMC and will be subject to written confirmation by the AMC. The agency of the distributor will commence on the date stated in the appointment letter issued by AMC.
  5. **DISTRIBUTOR'S DECLARATIONS, REPRESENTATIONS & UNDERTAKINGS:**
    - 5.1 The Distributor shall abide by these Terms & Conditions and rules in force and the changes in the terms & conditions from time to time.
    - 5.2 The Distributor shall comply with instructions and directions as may be specified by Mirae Asset Investment Managers (India) Private Limited (the "AMC") from time to time.
    - 5.3 The Distributor hereby agrees to comply with the provisions of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 ("SEBI Regulations") as amended from time to time and with circulars/guidelines issued by SEBI/AMFI from time to time including but not limited to regulations / guidelines on advertisements / sales literature, adhere to code of conduct and best practices prescribed for intermediaries of Mutual Fund by Association of Mutual Funds in India ("AMFI")/ SEBI.
    - 5.4 The Distributor, personnel, sub-agents and representatives of the Distributor engaged in sales and marketing of the units of the Schemes of Mirae Asset Investment Managers (India) Private Limited must be certified and registered with AMFI and must hold a valid AMFI/NISM | Certificate as required by SEBI. The Distributor undertakes to provide a declaration to the above effect to the AMC / Mirae Asset Investment Managers (India) Private Limited / Trustee as and when requested. In addition, the AMC / Mirae Asset Investment Managers (India) Private Limited / Trustee shall have the right to obtain copies of AMFI Certificates of all personnel, sub-brokers(s) and representative(s) of the distributor engaged in sales and marketing of the Schemes of Mirae Asset Investment Managers (India) Private Limited and they shall forthwith be required to furnish the same.
    - 5.5 The Distributor undertakes to provide self certification in the prescribed format certifying with the Compliance with the provisions of SEBI Circulars/Guidelines, adherence to the code of conduct, as prescribed by SEBI/AMFI and fulfilling the minimum prescribed criteria regarding number of investors and average assets under management at the end of each financial year or such other frequency as may be specified from time to time, to the AMC. The AMC reserves the right to suspend the brokerage till the time of receipt of the Certificate.
    - 5.6 The Distributor shall not issue any receipt for cheques and/or demand drafts received alongwith the application form on behalf of the AMC. The Distributor shall at no point of time receive/accept cash from the investor on behalf of AMC / Mirae Asset Investment Managers (India) Private Limited.
    - 5.7 The Distributor shall not in any way indulge in any activity which tantamounts to rebating of commission/brokerage to investors or shall not induce the investors to invest in the Schemes of the Mutual Fund by assuring gifts, benefits or rebating of commission. Distributor assumes responsibility for complying with all federal, state and local statutes, ordinances or codes that may apply to the performance of services under this agreement. Without limiting the foregoing, Distributor specifically agrees that Distributor will not, in performance of services, directly or indirectly, promise, offer or make payment in money or anything of value to any government official, agent or employee of a government, or their families, or any other person, with the intent to induce favorable business treatment with respect to the performance of services under this agreement. Distributor shall have total and complete responsibility for the acts and omissions of their employees, agents, subvenders, and consultant with respect to services under this agreement. Distributor shall indemnify, defend and hold harmless Mirae Asset Investment Managers (India) Private Limited and its affiliates, shareholders, directors, officers, employees, vendors, agents and other representatives from and against any and all demands, claims, actions, causes of action, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, cost and expenses (including fees and disbursements of counsel) arising from or relating to any actual or alleged action undertaken by Distributor in contravention of the above
    - 5.8 The Distributor undertakes not to use any unethical means to sell, market or induce any investor to buy units of schemes of Mirae Asset Investment Managers (India) Private Limited Mutual Fund.
    - 5.9 The distributor agrees to use only such latest Scheme Information Document(s), Statement of Additional Information(s), Key Information Memorandum(s) containing applications forms and advertising material provided by AMC and the distributor shall not design his/her own advertisement/ marketing material of the Scheme(s) of Mirae Asset Investment Managers (India) Private Limited unless it has obtained prior written approval from the AMC.
    - 5.10 The Distributor, his personnel/ sub-agents agree to read and understand the Scheme Information Document(s), Statement of Additional Information(s) and any addendum / notice issued thereto of the respective scheme(s) carefully and explain the 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 Scheme Information Document(s) of the respective scheme(s), the Key Information Memorandum containing Application Forms and printed information issued by the AMC as information supplemental to such documents.
    - 5.11 The Distributor shall not use the name or any logo or mark of the Mirae Asset Investment Managers (India) Private Limited, the AMC or of any associated company of the AMC in any manner whatsoever except as expressly agreed in advance in writing by the AMC and under no circumstance after termination of appointment
    - 5.12 The Distributor shall be responsible for providing the Foreign Inward Remittance Certificate or the certificate evidencing the subscription by way of debit to the Non-Resident External/Foreign Currency Non-Resident account of any non Resident Indian / overseas corporate bodies, if allowed by applicable law and regulation, within five Business Days from receiving credit to the Mutual Fund's account
    - 5.13 The Distributor shall not withhold placing investors's order for the purchase/redemption of the Units so as to profit itself as a result of such withholding;
    - 5.14 The Distributor shall comply with all the statutory and other applicable requirements relating to anti money laundering ("AML") and/or "Know Your Client" ("KYC") guidelines issued and amended from time to time by any of the regulatory bodies in India. In addition to the aforesaid, the AMC may require the Distributor to follow additional KYC guidelines specified by it. The Distributor shall not be absolved of its liability if an application has been accepted by the AMC without the necessary documentation and the Distributor shall be bound to provide to the AMC /Mutual Fund all necessary documents in relation to the customers application.
  - 5.15 The Distributor acknowledges that SAI and SIDs are intended to be circulated and the Unit(s) are intended to be offered only to resident Indians, non-resident Indians (other than NRIs residing in USA and Canada), persons of Indian origin, subject to the applicable laws and regulations of any Indian or foreign regulatory authority. The Distributor further acknowledges that SAI and SID(s) / or the Unit(s) have not been registered under any laws other than the laws of India and may not be eligible or qualified for circulation or subscription outside India. The Distributor agrees that, except as specifically advised in writing or as described in SAI and SID of a Scheme of the Mutual Fund, no action will be taken in any jurisdiction by the Distributor that will permit an offering, including public offering, of units or possession or distribution of SAI and SIDs of the Mutual Fund in any jurisdiction outside of India.
  - 5.16 The Distributor shall disclose all the commissions (in the form of trail commission or any other mode) payable to them for the different competing schemes of various mutual funds from amongst which the scheme is being recommended to the investor.
  - 5.17 The Distributor acknowledges that the investor shall have full right to approach Mutual Fund/ Asset India Management & its Registrar for any transaction or grievances irrespective of the terms of Power of Attorney issued by investor to the Distributor. The Distributor shall ensure that rights of investor are not restricted in any manner whatsoever.
  - 5.18 The Distributor shall obtain and disclose the Employee Unique Identity Number ('EUIIN').
  - 5.19 The Distributor declares that there is no regulatory/ statutory levies, fines and / or penalties, legal suits, customer compensation made. The Distributor shall immediately notify the AMC in writing if a 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.
  - 5.20 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 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.
6. **APPOINTMENT OF SUB-DISTRIBUTORS**
    - 6.1 The Distributor may appoint any number of sub-distributors as it deems fit and necessary, provided however that each such sub-distributor appointed by the Distributor shall have all the necessary qualifications, approvals or licenses required to act in such capacity and the AMC, the Trustees or the Mutual Fund do not object to the same. The Distributor shall be strictly responsible for the acts and omissions of the sub-distributors. Further, the Distributor shall indemnify the AMC, the Trustees and the Mutual Fund for any and all costs, expenses, losses and damages that they may incur due to the negligence, wilful default or fraud or any other act or omission of the sub-distributor.
    - 6.2 The Distributor shall be responsible for supervising the activities of such sub-distributors appointed by it and shall be responsible to ensure that each sub-distributor shall act at all times in compliance with all applicable laws and rules.
    - 6.3 The AMC will not be responsible for payment of any compensation or brokerage to subdistributors and any payment to such sub-distributors shall be the sole responsibility and liability of the Distributor.
  7. **BROKERAGE/COMMISSION**
    - 7.1 The Distributor, fulfilling the empanelment criteria as per the Code of Conduct and best practices for the intermediary prescribed by SEBI and AMFI, will be entitled to receive brokerage/commission on the amounts mobilized by him at the rate(s) prescribed by AMC from time to time. However, the Distributor shall not be entitled to receive the commission on the investments made in his/her/its own name. The rate(s) are subject to revision, from time to time, at the discretion of the AMC and the distributor shall be bound by such changes. The brokerage/commission paid/payable to the Distributor, shall be inclusive of any tax, service tax, costs, charges and expenses incurred by the distributor in connection with the agency and shall be paid to the Distributor only after deduction of the applicable taxes at the applicable rate(s) in force from time to time.
    - 7.2 The Distributor shall not have any claim against the AMC /Mirae Asset Investment Managers (India) Private Limited/ Trustee for any loss incurred by him/her as not anticipated and arising out of any revision in the rate(s) of commission/brokerage for business canvassed /funds mobilised.
    - 7.3 In case the Distributor receives any fee which is not due or payable to the Distributor, the Mirae Asset Investment Managers (India) Private Limited / AMC /Trustee shall be entitled to recover or adjust all such amounts wrongly paid to the Distributor.
    - 7.4 In case of non-compliance of any of the terms and conditions mentioned herein and non-compliance of SEBI/AMFI guidelines as may be specified from time to time, the AMC reserves the right to suspend further business and payment of commission, etc., until the compliance with the same.
    - 7.5 In case of termination of the agency as mentioned herein, the AMC is not liable to pay any trail commission(s) on the funds mobilized by the Distributor after the termination of agency.
    - 7.6 The nominee of individual distributor will receive trail commission on business done before the demise of the distributor holding ARN card, provided the distributor has complied with the terms & conditions of empanelment. In case of any payment made between the period of actual date of demise and date of intimation of demise, the amount paid shall be recoverable from the nominee.
    - 7.7 The AMC shall pay commission/brokerage only through direct credit in the bank account as per details specified by the distributor in the Empanelment Form. However, if the distributor is not keen on availing this facility and prefer receiving cheques / demand drafts, he can request the AMC for the same through a duly signed letter. The AMC would then ensure that the payouts are effected by sending the cheque / demand draft. In case of unforeseen circumstances, the AMC reserves the right to issue a demand draft / payable at par cheque towards commission/brokerage payouts.
    - 7.8 The Distributor acknowledges that all upfront payments of any nature whatsoever, including incentives or commissions made to distributor on account of transactions will be subject to a complete and/or proportionate claw-back. The period of claw-back may be related to the exit load period, if applicable.
  8. **LIABILITIES AND INDEMNITIES:**

The Distributor shall indemnify and hold harmless the Mirae Asset Investment Managers

(India) Private Limited, the Trustee, the AMC and its affiliates, its sponsors, successors in interest and permitted assigns against all claims, losses, costs, damages which they might incur/suffer as a result of:

- i. Any unauthorized, misleading, false or inaccurate information, documentation, literature or representation relating to the Mirae Asset Investment Managers (India) Private Limited or its schemes or the AMC, which is made, issued or given by the Distributor (unless the information, documentation and/or literature etc. has been provided or otherwise approved by the AMC),
- ii. The negligence, fraud or wilful misconduct of the Distributor, or its employees, agents, representatives, affiliates.
- iii. Breach of any of the terms, conditions, declarations, representations, undertakings and warranties or other provisions hereof, on the part of the Distributor or its employees, agents and representatives
- iv. Any act or omission not being in accordance with the SEBI (Mutual Funds) Regulations or any rule, regulation, circular or notice issued by the Regulatory Authorities.
- v. Any and all actions, suits, proceedings, assessments, settlement, arbitration judgements, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.

## 9. TERMINATION:

### 9.1 The appointment of a distributor shall be liable to be terminated by the AMC forthwith:

- i. 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;
- ii. If in course of any judicial proceeding it is found that he/she has knowingly participated in or connived of any fraud, dishonesty or misrepresentation against the AMC or any Unit holder of Mirae Asset Investment Managers (India) Private Limited;
- iii. If the AMC is satisfied that any statement made in the Distributor Empanelment Form/ Declaration was false or misleading or calculated to mislead;
- iv. If he / she acts in any other manner prejudicial to the interest of the AMC / Mutual Fund; and
- v. If he / she does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law.
- vi. If he / she fails to comply with the terms and conditions mentioned in this empanelment form.

### 9.2 In addition, this appointment may be terminated at any time by either party by giving not less than 10 Business Days' prior written notice to the other party, provided that either of the parties hereto shall also have the right to terminate the appointment forthwith if required by any law. Further the agency stands automatically terminated without any notice from the AMC / Mutual Fund if the Distributor is disqualified from acting in the capacity complemented herein or the requisite Regulatory/Government approval is withdrawn.

10. In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.
11. The Distributor will not delegate to any person the performance of any of the duties and obligations of the Distributor hereunder without the prior written consent of the AMC, which consent shall not be unreasonably withheld;
12. The Distributor agrees to collect documents as specified in an application form for complying with KYC norms from the investors as may be prescribed by AMFI in accordance with Regulatory Guidelines applicable to mutual funds. It shall be the sole responsibility and liability of the Distributor to ensure the correctness and completeness of the documents collected by Distributor. All applications/orders are subject to acceptance by Mirae Asset Mutual Fund and become effective only upon confirmation by the AMC.
13. The Distributor shall follow all the necessary rules and regulations as prescribed by SEBI/AMFI, in case of any change of broker request in favour of other Distributor.
14. The distributor shall provide all the assistance needed by the AMC to obtain the details of the investors, where such details are required by any regulatory authorities.
15. The distributor shall maintain confidentiality of information.
16. To read T&C of BSE star MF, NSE & ICEX MF Empanelment form, Scan the below QR Code

