

DISTRIBUTOR EMPANELMENT FORM

Please
Affix recent passport
size photograph
(Only For Individuals)

Note: * Indicates mandatory fields
Please wherever applicable

Date :

KEY CONTACT DETAILS (Please fill in BLOCK Letters)

*Name Mr. Ms. M/s

First Name

Middle Name

Surname

*Address for Communication

City

State

Pin

Email Address

*Contact Details

Office

Residence

Mobile

Fax

*Status

Individual

Sole Proprietorship

Private Limited Company

Public Limited Company

Bank

Partnership Firm

Other

(Please specify)

Date of Birth

*PAN No. (Please Attach a Photocopy)

Wedding Anniversary

Name of Spouse

Educational Qualification

In case of Non-Individual

Date of Incorporation

Authorised Person

Mr. Ms.

First Name

Middle Name

Surname

Designation

Contact Details

Mobile

Landline

Email address

*AMFI/NISM Certification Details (Please attach a copy of the AMFI/NISM certificate & ARN card)

AMFI Registration No.

Passed on

Valid upto

KYD Compliance (Mandatory) (Please attach a copy of the KYD Acknowledgment Letter) KYD compliant Yes No

Legal Entity Identifier (LEI) Number

LEI Expiry Date

*With reference to the RBI circular "Introduction of Legal Entity Identifier for Large Value Transactions in Centralised Payment Systems" vide RBI/2020-21/82 DPSS.CO.OD No.901/06.24.001/2020-21 dated 5th January 2021 it is mandatory to provide LEI information for all payment transactions (i.e. purchases (inward remittance), redemption / dividend / brokerage payouts (outward remittance) of value ₹ 50 crores and above undertaken by entities (non-individuals) through RTGS/NEFT w.e.f. April 01, 2021.

*BANK ACCOUNT DETAILS

Please Note: Brokerage cheques will contain the account details to avoid fraudulent encashment

Name of the Bank

Branch

City

Account Type

Savings

Current

Other

(Please specify)

(Please attach a copy of cheque)

Bank Account Number

NEFT Code

IFSC Code

MICR Code

SMS AND EMAIL ALERTS

I wish to receive SMS and Email Alerts on my registered Mobile No.(s) and Email id.

BUSINESS DETAILS

No. of Investors

Experience in Business : (in years)

Insurance ₹

Fixed Deposits ₹

Bonds

IPOs ₹

Others ₹

AUM in MF: _____

AUM Asset under Advisor _____

Cumulative Business _____

Last one year ₹ _____

Breakup of amount procured : Equity (%)

Debt (%)

TERMS AND CONDITIONS

By agreeing to act as a Distributor of Motilal Oswal Mutual Fund ("Mutual Fund"), you agree to abide by the following Terms and Conditions in connection with your dealings with the Mutual Fund and the investors, for sale of units of the Mutual Fund. These Terms and Conditions along with your statements in the Distributor Empanelment Form shall form the basis of your contract with the Mutual Fund:

- You confirm that you and all your partners / employees / associates / agents engaged in selling / marketing units of the Mutual Fund have obtained the certification from the Association of Mutual Funds in India ("AMFI") applicable to agents / distributors and are registered with AMFI and have obtained photo identity cards. You also confirm that you have complied with the Know Your Distributor ("KYD") requirements of AMFI as applicable. Copies of the AMFI certification, AMFI Registration Number ("ARN") and KYD compliance have been provided to Motilal Oswal Asset Management (India) Pvt. Ltd. ("AMC").
- The Mutual Fund will, on a best-effort basis, make available to you such number of the Statement of Additional Information ("SAI") of the Mutual Fund and Scheme Information Document ("SID") and the Key Information Memorandum ("KIM") of the scheme as you may reasonably request. You will provide each prospective purchaser of units with a copy of the KIM and make available for inspection by such investor, or provide to such investor, a copy of the SID/SAI.
- The Mutual Fund will execute transactions in units for each investor, it being understood in all cases that: (a) you are acting as agent for the investor; (b) each transaction is initiated solely upon the order of such investor; (c) each transaction is for the account of such investor and not for your account; (d) as between you and the investor, the investor will have full beneficial ownership of the units; and (e) you shall make appropriate disclosure to your investors that units of the Mutual Fund are not endorsed by you and do not constitute your obligation.
- You agree:
 - To order units of the Mutual Fund only from us or only for your investors; and
 - That you will not withhold placing investor's orders for units so as to profit yourself as a result of such withholding.
- The Mutual Fund will not accept conditional orders for units. If payment for units purchased is not received within the time customary for such payments, the sale may be cancelled forthwith without any responsibility or liability on the part of the Mutual Fund / AMC.
- You understand that, except as we shall have specifically advised you in writing or as described in the SID/SAI of the Mutual Fund, no action has been or will be taken in any jurisdiction by the Mutual Fund that will permit a public offering of units or possession or distribution of the SID/SAI of the Mutual Fund in any jurisdiction outside of India or in any circumstances in which action for that purpose is required.
- You agree that you will comply with all applicable laws and regulations and make or obtain necessary filing, consents or approvals, in each jurisdiction in which you purchase, offer, sell or deliver units (including, without limitation, any applicable requirements relating to the delivery of the SID/SAI or the KIM of the scheme(s) of the Mutual Fund) in each case at your expense.
- You confirm having obtained all requisite approvals / permissions / licenses under the relevant laws / regulations for distributing units of the schemes as agreed with the AMC.
- You agree to be bound by the applicable provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, and applicable guidelines issued by AMFI, as amended / re-enacted from time to time and the guidelines / circulars issued thereunder and especially the regulations / guidelines / circulars pertaining to advertisements / sales literature and code of conduct. You shall also ensure that all your partners / employees / associates / agents also comply / adhere to such provisions.
- You shall comply with the provisions of Prevention of Money Laundering Act, 2002 and the rules and regulations issued thereunder and circulars, notifications, guidelines, etc. issued by SEBI, Reserve Bank of India, Ministry of Finance – Financial Intelligence Unit and any other regulatory or revenue authority from time to time. You shall make available to the AMC's / the Mutual Fund's internal, statutory or management auditors, such information as may be required by them. This information shall also be similarly furnished to the AMC in the event of a specific request being made by any regulator, statutory body or Government entity to the AMC. Further, you shall, in respect of your clients who invest with the Mutual Fund, :
 - complete sufficient due-diligence to have confidence in the integrity of both the client and the proposed transaction before entering into a new client relationship or engaging in a transaction for a new client either directly or through a sub-distributor;
 - establish appropriate client identification and verification procedures inter alia by making use of appropriate anti-money laundering KYC inquiries;
 - conduct periodic audits of all client relationships, carry out credit checks to prevent setting up of fraudulent client relationships; and evaluate your anti-money laundering policies and procedures from time to time.
- You are not authorized to make any representation concerning units of the Mutual Fund except those contained in the SID/SAI and KIM, and printed information issued by the Mutual Fund as information supplemental to such documents. The AMC will supply you with reasonable quantities of SID/SAI, KIM, reports to unitholders, supplemental sales literature, sales bulletins and additional to investors which may be contrary to the SID/SAI and KIM. You shall exercise due diligence whilst giving investment advice to investors in soliciting subscription to the Mutual Fund and ensure that the Mutual Fund is not mis-sold to any investor. You shall explain the risks, investment objectives and the special features of the scheme(s) to the investors. You shall not indulge in any kind of malpractice or unethical practice while selling / marketing units of the Mutual Fund. You agree not to use other advertising or sales material relating to the Mutual Fund, unless approved in writing by the AMC prior to such use.
- Both parties shall indemnify and hold harmless either parties against any direct losses, costs or claims which they might incur/suffer as a result of (i) Either party making any misrepresentations based on informations, documentation and/or literature relating to Mutual Fund (ii) The wilful misconduct by either parties or its employees, agents, affiliates, managers or advisors. (iii) Either party shall be liable to the other party limited to the extent of fees Charged from the client/received /paid by/to the other party by it during the financial year in which the claim is received.
- For offering and selling units of the Mutual Fund to the investors, you shall be entitled to such fees, commissions and payments (hereinafter "fees") as may be communicated to you from time to time by the Mutual Fund or the AMC. The fees may be changed or varied by the Mutual Fund / AMC without prior notice. You shall not rebate commission back to the investors or attract investors by tempting them with rebates /gifts / pass-back commission, etc.
- You along with your partners / employees / associates / agents shall at all times maintain strict confidentiality with regard to all matters and documentation and information relating to the AMC / Mutual Fund and any of its schemes and shall not divulge or cause to be divulged any confidential or proprietary information or know how which you have received from the AMC / Mutual Fund or which comes into your hands or into the hands of any of your partners / employees / associates / agents.
- Relationship:
 - Nothing herein contained shall be construed or deemed to constitute the parties into a partnership, joint venture or to be in any relation of agency of one to the other.
 - This agreement is without prejudice to the right of the AMC or the Mutual Fund to appoint other distributors to sell Units of the schemes or to sell Units of the schemes directly to the investors.
- The Mutual Fund, on a best effort basis, and after scrutinizing the names of the banks where distributors have their accounts, will enable direct credit/RTGS/NEFT/ECS to the Distributor's bank accounts. While the preferred mode of payment is through Electronic Fund Transfer (EFT) route, the AMC is at the sole discretion to pay brokerage by any other means (including at par cheques and demand drafts, where the EFT facility is not available in the particular city or bank or as the AMC deems fit).
- You will indemnify and hold harmless the Mutual Fund / AMC from and against any and all losses, claims, damages and liabilities (including fees and disbursements of counsel) arising from any breach by you of any of the provisions of these Terms and Conditions. Such obligation to indemnify will survive termination of this agreement.
- You shall not in any way pledge or have any lien or charge on the properties of the AMC / Mutual Fund in your possession for the fees payable to you for distributing units of the Mutual Fund.
- The Mutual Fund or you (the Distributor) may terminate this agreement by giving a written notice of 30 calendar days without assigning any reason for the same. The Mutual Fund or the AMC may at its sole discretion suspend or terminate this agreement with immediate effect on breach of any of the terms of this agreement by the Distributor or if the Distributor is found to be involved in any financial impropriety or criminal acts or acts involving moral turpitude, or is found to be guilty or is convicted or penalised or action is taken against the Distributor by any capital markets regulator or authority concerned with economic offences or securities law.
- On and from the date of termination of this agreement, the Distributor shall cease to be entitled to any fees on units offered / sold to investors after the date of termination of this agreement.
- You may appoint sub-distributors as you may deem fit; provided however that you shall be responsible to ensure that each such sub-distributor (i) possesses the requisite qualifications and approvals to act in such capacity; (ii) at all times, acts in compliance with all applicable laws, rules and regulations and (iii) adheres to all Terms and Conditions mentioned herein. Further, you shall be solely liable and responsible for payment of brokerage or any compensation to your sub-distributor(s).
- In case of any Non Resident Indian (NRI) investor, you shall be responsible for providing the Foreign Inward Remittance Certificate (FIRC) or the certificate evidencing subscription by way of debit to the NRE / FCNR account of the NRI investor within five days from receiving credit to the Mutual Fund's account / submission of unit application form to the Mutual Fund / AMC.
- Applicable for individual Distributor: The nominee registered with the AMC / Mutual Fund will be entitled to receive commission on the business procured by such Distributor till the date of demise. However, the nominee will not be entitled for any commission on SIP investments post demise of such Distributor.
- In respect of all disputes arising under this empanelment, courts in Mumbai alone shall have jurisdiction.
- You hereby certify that: "I / We hereby declare that all the information furnished in the Distributor Empanelment Form is true and correct to the best of my / our knowledge. I / We hereby undertake to comply with and adhere to the Terms and Conditions stated above and all applicable laws, rules and regulations, as amended from time to time, governing my / our registration as Distributor of Motilal Oswal Mutual Fund."
- You agree and consent that the distributor data (KYD) shall be shared with third party on bona fide basis and to the extent necessary by the Mutual Fund/AMC till the continuation of this agreement.

NOMINATION DETAILS FOR BROKERAGE / COMMISSION (In case of Individual Distributor / Agent only)

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

Name Mr. Ms.

First Name Middle Name Surname

Date of Birth (if Minor)

Relationship

Guardian Name (in case of Minor)

Mr. Ms.

First Name Middle Name Surname

Address of Nominee/Guardian

City State Pin

Witness Mr. Ms.

First Name Middle Name Surname

Address

City State Pin

DECLARATION

I hereby apply for empanelment as a distributor of Motilal Oswal Asset Management (India) Private Limited and declare that the information furnished herein above is true and correct to the best of my knowledge and belief. I agree and undertake to abide by the terms and conditions for empanelment as a distributor of Motilal Oswal Asset Management (India) Private Limited as mentioned above and any modification / changes therein from time to time.

Private Limited as mentioned above and any modification / changes therein from time to time.

Place :

Date :

Signature of Distributor/
Authorised Signatory

ADDITIONAL INFORMATION

- Name the big AMCs you work with: _____

- Name the platforms you work with: _____

- Please provide the names of the stock exchanges you work with: _____

- Are you a franchisee/sub-broker? If yes, please provide the broker name: _____

- Do you advice ETFs to your client? _____

- Do you recommend PMS or any other alternate assets? If yes, please name them _____

- Do you charge a fees to client (if yes), please (✓) any one
 AUM Transaction Profitsharing

Checklist for Documents to be Submitted

Documents	IFA / Proprietorship	Partnership Firm	Company	Documents	IFA / Proprietorship	Partnership Firm	Company
Copy of the AMFI Certificate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Memorandum & Articles of Association	NA	NA	<input checked="" type="checkbox"/>
Copy of the KYD Acknowledgment Letter	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Principal Officer Details, Authorised Signatory list	NA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of the ARN Card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Partnership Deed & Resolution	NA	<input checked="" type="checkbox"/>	NA
PAN Card copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Board Resolution	NA	NA	<input checked="" type="checkbox"/>

FOR OFFICE USE ONLY

Date

Relationship Manager _____ Branch _____

Distributor Classification

- | | Local | Regional | National |
|------------------------|--------------------------|--------------------------|--------------------------|
| IFA | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Company | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| PSU Bank | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Private - Foreign Bank | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Partnership Firm | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Alternate Channel | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

CATEGORY

Comments:

Branch Head _____

Regional Head _____

Recommended By
(Branch Head)

Recommended By
(Regional Head)

Approved By
(Head - Sales & Distribution)