

DECLARATION AND SIGNATURE

I hereby apply for being appointed as a Distributor of Nippon India Mutual Fund and declare that the information furnished 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 the Distributor of Nippon India Mutual Fund attached herewith and any modification/changes therein from time to time. I also declare that I am not an employee/close relative of any Director/Employee of NAM India or its sponsor. I also hereby authorize the representatives of Nippon Life India Asset Management Limited and its associates to contact me through any mode of communication. This will override registry on DND/DNDC.

Date: _____

SIGNATURE:

Place: _____

(Pl. use Black Ink)

Key Services Provided to our Partners

Direct Credit of Brokerage	Direct Credit of Brokerage to HDFC Bank Accounts, NEFT for other banks.
"EDGE"-The Learning Academy	Training on AMFI, Functional Skills and Soft Skills
Customer Care Center	Just dial 1860 266 0111 / 022-69259696 (charges applicable) from Monday to Saturday between 8:00 AM to 9:00 PM or write to us on distributorcare@nipponindiam.in
Business Easy App	Trigger transactions, campaigns & SOA digitally to your investors, personalized client engagement, star investor list, portfolio, brokerage details and much more. Available on Google Play store and Apple App Store.
Auto E-mail Alert for Rejections	Login & Subscribe. https://mfs.kfintech.com/
Download Your Business Reports	Login into https://mfs.kfintech.com/
SOA for Investors	Facility to download from https://nipponkbolt.kfintech.com/rias/
Co-Branded Marketing Collaterals	Contact your Relationship Manager for availing Marketing Collaterals as per requirement

FOR OFFICE USE ONLY

For Nippon Life India Asset Management Limited (NAM India) Branch Use

Branch Manager Remarks: Have interviewed the applicant/checked and verified the credentials of the applicant as given above, I recommend and approve/do not recommend and disapprove empanelment of the applicant as a distributor.

Empanelment Form Received Date:

D	D	M	M	Y	Y	Y	Y
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System Entry Date:

D	D	M	M	Y	Y	Y	Y
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Received By,

Employee Name : _____

Signature of Branch Manager: _____

Employee SAP ID : _____

Name of Branch Manager: _____

Branch Name : _____

Sap ID of Branch Manager: _____

Branch Code : _____

NAM India Branch Seal:

Checklist of Documents

Documents	Individual	Partnership Firm	Company	HUF
Copy of the AMFI Certificate /ARN Card	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PAN Card Copy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Cancelled Cheque Copy	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Memorandum & Articles of Association	NA	NA	<input type="checkbox"/>	NA
Authorised Signatory List	NA	<input type="checkbox"/>	<input type="checkbox"/>	NA
Partnership Deed & Resolution	NA	<input type="checkbox"/>	NA	NA
Board Resolution	NA	NA	<input type="checkbox"/>	NA
KYD Acknowledgement	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



List of Documents to be Submitted

Documents	Individual	Partnership Firm	Company	HUF	Documents	Individual	Partnership Firm	Company	HUF
Copy of the AMFI Certificate /ARN Card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Authorised Signatory List	NA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NA
PAN Card Copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Partnership Deed & Resolution	NA	<input checked="" type="checkbox"/>	NA	NA
Cancelled Cheque Copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Board Resolution	NA	NA	<input checked="" type="checkbox"/>	NA
Memorandum & Articles of Association	NA	NA	<input checked="" type="checkbox"/>	NA	KYD Acknowledgement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

TERMS AND CONDITIONS

For Empanelment as Distributor of Nippon India Mutual Fund

These Terms and Conditions of Empanelment as a Distributor of Nippon India Mutual Fund are a binding contract between yourself and Nippon Life India Asset Management Limited (NAM India), as asset manager of Nippon India Mutual Fund (NIMF) for your appointment as a distributor of Nippon India Mutual Fund. Please read these Terms and Conditions carefully. By signing these Terms and Conditions you acknowledge that you have read, understood and agreed to be legally bound by them.

OBLIGATIONS OF THE DISTRIBUTOR:

1. The Distributor and its employees who will be involved in the distribution of the units of the schemes of NIMF represent and warrant that they are authorised to act as a distributor of mutual fund product(s) and have passed the National Institute of Securities Markets (NISM) Mutual Fund Distributors Certification Examination (NISM Series V A) and a copy of the AMFI Registration Number (ARN) shall be submitted to NAM India for its verification and records.
2. In terms of Circular No. 35P/MEM-COR/13/10-11 dated August 27, 2010 issued by AMFI, the Distributor will comply with the know your distributor requirements.
3. The Distributor and its employees who will be involved in distribution of units of the schemes of NIMF must carry out such directions and instructions as may be issued by NAM India from time to time and shall, at all times, comply with all the extant applicable laws, rules, regulations, guidelines, directions, etc.
4. The Distributor must carefully read and understand the Scheme Information Document ('SID') of the scheme(s) of NIMF and Statement of Additional Information ('SAI') and explain to the investors, the investment objectives, features of the schemes and risks associated therein. The Distributor must not make any representation concerning NIMF or any scheme of NIMF except those contained in relevant SID, SAI, the Key Information Memorandum ('KIM') and / or the marketing material issued by NAM India.
5. The Distributor shall use only the SID, SAI, KIM and marketing material as is provided to him by NAM India and the Distributor shall not design his own marketing material in respect of any scheme of NIMF unless he has obtained prior written approval of NAM India for the same.
6. The Distributor shall at all times conduct himself with propriety and decorum and in a manner, which is not prejudicial to the interest of NAM India / NIMF.
7. The Distributor must not use any unethical means to sell, distribute, market, solicit or induce any investor to undertake any transaction pertaining to the units of any scheme of NIMF.
8. **The Distributor shall, at all times, comply with & adhere to the code of conduct for Intermediaries of Mutual Fund, including any amendments thereto from time to time issued by SEBI / AMFI.**
9. The Distributor shall comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines issued by Securities and Exchange Board of India ('SEBI') / AMFI from time to time pertaining to mutual funds with specific focus on regulations / guidelines on advertisements, sales literature and code of conduct.
10. The Distributor is not permitted to accept / receive cash towards investment in units of any scheme of NIMF or otherwise on behalf of NAM India. The Distributor cannot, on behalf of NAM India, issue receipt of any application form(s), cheque(s), demand draft(s), etc. received towards subscription or any transaction in the units of any scheme of NIMF.
11. The Distributor shall help NAM India/ NIMF in complying with the relevant extant statutory and other applicable regulatory requirements relating to anti money laundering and know your client.
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 NRE/FCNR account of any non-resident Indian investor, within five days from the receipt of subscription by NIMF from such investor.
13. The Distributor shall not in any way pledge or have any lien or charge on the properties of the NAM India, NIMF, the trustee company of NIMF ('NLITL') or any investor, that are in its possession, towards the fees payable to the Distributor for the services rendered herein.
14. NAM India shall have a right to call upon the Distributor to furnish any information or statistics including but not limiting to his business with respect to other mutual fund(s), which the Distributor shall be bound to furnish.
15. The Distributor shall neither use nor display the name, logo, mark or any intellectual property of NAM India (or any things identical thereto) in any manner whatsoever, except as permitted by NAM India.
16. NAM India shall furnish to the Distributor through email &/or other suitable modes, the copies of notices, addendums and all other documents as may be related to the schemes of NIMF. The Distributor undertakes to:
 - a. properly display such documents in its places of business;
 - b. provide his email address to NAM India and keep NAM India informed about the changes thereto;
 - c. provide legible hard copies of such documents to investors/potential investors of NIMF.
17. The Distributor or any of its employee shall neither offer nor ask in cash or in kind, through vouchers, gift-cards, sponsorship, through a third party or any other route any pass back/incentive/favour to/from any investors or employee of the AMC, which is in violation of AMFI/SEBI guidelines. In case there is any liability on AMC/ Mutual Fund due to any such distributor action same can be recovered through its distribution cost and a suitable penal &/or legal action may be initiated against the distributor, including termination of distribution agreement.

FEES AND CHARGES PAYABLE TO THE DISTRIBUTOR:

18. The Distributor shall be eligible for a fee, on the amount of subscriptions sourced by him towards investment in any scheme of NIMF, at the rates prescribed by NAM India from time to time. The rate(s) of fee are subject to revision, from time to time, on any assets, at the sole discretion of NAM India and the Distributor shall be bound by such revisions. The fee payable by NAM India shall be inclusive of all taxes, GST, service tax, costs, charges and expenses incurred by the Distributor in connection with his rendering of the services herein.
19. In case the Distributor receives any fee, which is not due or payable to the Distributor, NAM India / NIMF shall be entitled to recover or adjust all such wrongly paid amounts from the amounts due to the Distributor.
20. NAM India will directly credit the fee payable to the Distributor in his bank account, as per the details provided by him from time to time, or through such means as may be deemed appropriate by NAM India.
21. In case any fee is paid to the Distributor, in advance, in respect of proposed subscriptions by any investor, NAM India shall have a right to recover such amount of advance fees, as is paid to the Distributor in respect of any subscriptions which are not made by the investor.
22. The Distributor shall be entitled to only the fee specified herein above for the services rendered by him in terms of this agreement.

INDEMNITY:

23. The Distributor hereby declares and covenants to defend, indemnify and hold NAM India/ NIMF / NLITL and its directors, affiliates, promoters, employees, successors in interest and permitted assigns harmless from and against all claims, liabilities, costs, charges, damages or assertions of liability of any kind or nature resulting from:
 - a. Any breach of terms, covenants and conditions or other provisions hereof, or any SID(s) / SAI or any actions or omissions there under;
 - b. Any failure to comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law;
 - c. The misfeasance, malfeasance, negligence, defaults, misconduct or fraudulent acts of & by the Distributor or its representatives, employees, directors & agents.
 - d. Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth herein above.

TERM AND TERMINATION:

24. The appointment of the Distributor shall continue to remain in full force and effect unless terminated by NAM India or the Distributor, in accordance with the provisions contained herein. NAM India shall be entitled to terminate the engagement of the Distributor forthwith, if:
 - a. 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. it is found that the Distributor has knowingly participated in or connived in any fraud, dishonesty or misrepresentation against NAM India / NIMF or any unitholder of NIMF.
 - c. any statement made by the Distributor in the Distributor Empanelment Form is found to be false or misleading or intended to mislead.

- d. the Distributor conducts or acts in any manner, which is deemed prejudicial to the interest of NAM India / NIMF;
 - e. the Distributor does not comply with all applicable legislations, statutes, ordinances, regulations, administrative rulings or requirements.
 - f. the Distributor remains inactive in business with NAM India for a considerable period of time, as decided by NAM India from time to time. NAM India also reserves the right to suspend brokerage under such cases.
 - g. The Distributor or any of his/her representatives misbehaves with or gets into physical scuffle / assault on NAM India / NIMF officials/ employees.
 - h. The distributor makes false or defamatory statements about NAM India / NIMF, its officials / employees or NIMF schemes in any private or public forums including chat groups, social media, print or electronic press, conferences etc.
25. Further, NAM India shall have the right to terminate the appointment of the Distributor, without any cause, at any time by giving 10 (ten) days' notice to the Distributor. The Distributor may also terminate his engagement with NAM India at any time by giving 10 days' notice to NAM India.
26. The engagement of Distributor shall stand automatically terminated, without notice from NAM India, upon disqualification or withdrawal of necessary authorisation(s) including but not limited to ARN of the Distributor.
27. Upon any termination, the distributor shall forthwith return to NAM India all documents, papers and material pertaining to and / or belonging to NAM India / NIMF.

CONFIDENTIALITY:

28. The Distributor undertakes that the Distributor, its directors, affiliates, promoters, employees and representatives shall at all times maintain strict confidentiality with regard to all matters, documents, information or data already exchanged or to be exchanged in future by NAM India relating to NAM India/ NIMF/ NLITL, any investor, any scheme of NIMF and issues raised by the NAM India from time to time and shall not be disclosed, divulged, or allowed or caused to be divulged by any of them without prior written consent of NAM India, to any third party nor used for any purpose other than for the performance of their obligations hereunder.

MISCELLANEOUS:

29. NAM India reserves the sole right and discretion to change the status category of the Distributor.
30. The empanelment of the Distributor as a distributor of NIMF shall be on a non-exclusive basis.
31. The Distributor shall not have any claim against NAM India / NIMF for any loss, actual or notional, incurred by him on account of any revision in the rate(s) of fee by NAM India.
32. In respect of all disputes arising under this engagement, the parties will resolve the same in accordance with the SEBI circular No. SEBI/HO/OIAE/OIAE_IAD 1/P/CIR/2023/131 dated July 31, 2023 and as amended from time to time (the Circular) by harnessing online conciliation and/or online arbitration as specified in the Circular.
33. The Distributor shall be entitled to register a nominee with NAM India, which nominee shall, in case of the demise of the Distributor, be entitled to receive trail commissions on the business done by the Distributor before his demise, provided the Distributor has complied with these Terms and Conditions. NAM India reserves the right to ascertain the identity of the nominee at any time.
34. The statements and declarations made by the Distributor herein are the basis of his empanelment as a Distributor.
35. The empanelment of the Distributor as a distributor of NIMF is subject to written confirmation from NAM India.

I HEREBY CONFIRM AND DECLARE THAT I HAVE READ AND UNDERSTOOD THESE 'TERMS AND CONDITIONS OF EMPLANEMENT AS DISTRIBUTOR AND AGREE TO ABIDE BY THE SAME.

Place : _____

Signature : _____

Date : _____

ARN Name : _____

ARN Code : _____

