



Distributor Empanelment Form



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EMAIL : DISTRIBUTOR
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IT IS HEREBY AGREED, DECLARED, CONFIRMED AND RECORDED BY THE DISTRIBUTOR THAT:



1. The statements made by the Distributor in the Distributor Empanelment Form and the terms and conditions agreed upon shall be the basis of the contract.
2. The Distributor and its representatives shall carry out such directions and instructions as may from time to time, be issued by the Investment Manager in this regard.
3. The Distributor and its representatives who are involved in distribution of Edelweiss Mutual Fund products must have cleared the AMFI (Association of Mutual Funds in India) Test Certificate (Advisory module) and copy of ARN No. (AMFI Registration Number) letter must be submitted by the Distributor to the Investment Manager, for its verification and records.
4. In case of application by non-individuals, a certified true copy of the relevant resolution or authority to make the application as the case may be, along with a certified true copy of the Memorandum and Articles of Association / Bye-laws / Partnership Deed, Principal Officer details, Authorised Signatories list and Certificate of Registration should be submitted.
5. Distributor shall commence business after receipt of empanelment confirmation letter from Edelweiss Mutual Fund/ Investment Manager. Any change in contact person/address will be intimated to the Relationship Manager on the Distributors letterhead by the 15th of the month so that the changes can be registered in our records and brokerage/commission payments/intimation advice can be addressed/sent to the correct person/address in the following month.
6. The Distributor shall be responsible for proper affixation of the code numbers. Investment Manager is not responsible in case of any disputes, if the same is not properly affixed by the distributor
7. The Distributor and its representatives must read and understand the Statement of Additional Information (SAI) and Scheme Information Document (SID) of the respective Scheme(s) carefully and explain the risks, investment objectives and the special features of the Schemes to the investors. The Distributor must not make any representation concerning Units or Edelweiss Mutual Fund except those contained in the SAI and SID of the respective Scheme(s), the Key Information Memorandum containing Application Forms, Addenda and other printed/electronic information issued by the Investment Manager as information supplemental to such documents.
8. The Distributor shall use only such SAI and SID, Key Information Memorandum containing Application Forms and advertising material provided by the Investment Manager and the Distributor shall not design its own advertisement of the Scheme(s) of Edelweiss Mutual Fund unless it has obtained prior approval in writing from the Investment Manager.
9. The Distributor declares, represents and undertakes that:
 - a) (i) the Distributor is authorised to act as an agent for the investor; (ii) the relationship between the Investment Manager and the Distributor is one of principal to principal; (iii) each transaction is initiated solely upon the order of such investor; (iv) each transaction is for the account of such investor and not for the Distributor's own account; (v) each investor will be provided by the Distributor with a copy of the Key Information Memorandum / SAI and SID with respect to the relevant Scheme and will be allowed to inspect or receive a copy of the SAI and SID with respect to the relevant Scheme; (vi) as between the Distributor and the investor, the investor will have full registered ownership of the Units; (vii) the Distributor shall make appropriate disclosures to the investors that Units of Edelweiss Mutual Fund are not endorsed by the Distributor and do not constitute an obligation of the Distributor.
 - b) This relationship is expressly established subject to the Investment Manager/Edelweiss Mutual Fund/Trustee Company being allowed to (i) appoint other Distributors to sell the Units of Scheme(s); and (ii) sell Units of Scheme(s) directly to investors.
 - c) The Distributor agrees that the agreement, if any, between the Distributor and Sub-Distributor(s) shall not contain any clauses which are contrary to what is stated in the terms and conditions of this form. The distributor shall ensure that any sub broker appointed complies with such terms, conditions and standards as are laid down in this document for distribution of units. Investment Manager shall not be liable to any person on account of any act/omission of any sub broker and that there would be no privity of contract between the Investment Manager and the sub-broker.
 - d) The Distributor will consider the suitability of particular Units as an investment for the relevant customer before recommending.
 - e) The Distributor shall make all reasonable efforts 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 Edelweiss Mutual Fund's account/submission of unit application form to Edelweiss Mutual Fund.
 - f) The Distributor shall provide such assistance as may be required by investors / the Registrar and Transfer Agent / the Investment Manager to redress investor complaints and other issues relating to the distribution of Units by the Distributor or otherwise, including co-ordination with the authorised collecting branches of the Distributor and the Registrar and Transfer Agent, within three days of receipt by the Distributor of any such complaint or particulars of any issue.
 - g) In case the Distributor receives any brokerage/commission which is not due or payable to the Distributor, Edelweiss Mutual Fund / Investment Manager shall be entitled to recover or adjust all such amounts wrongly paid to the Distributor.
 - h) The Distributor shall not have any claim against the Investment Manager/Edelweiss Mutual Fund/ Trustee Company for any loss incurred by him/her/it as not anticipated and arising out of any revision in the rate(s) of brokerage/commission for business canvassed.
 - i) The Distributor shall not in any way pledge or have any lien or charge on the properties of the Investment Manager /Edelweiss Mutual Fund in its possession, for the brokerage/commission payable to the Distributor for distributing Units of Edelweiss Mutual Fund.
 - j) The Distributor shall comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and Prevention of Money Laundering Act, 2002 and rules and regulations issued there under and circulars, notifications, guidelines etc. issued by SEBI (Securities Exchange Board of India)/RBI (Reserve Bank of India)/AMFI/Ministry of Finance- FIU (Financial Intelligence Unit) and any other regulatory or revenue authority from time to time pertaining to Mutual Funds with specific focus on regulations/guidelines on advertisements / sales literature and code of conduct for Distributors and shall abide by and adhere to it at all times. Particular attention of the Distributor is drawn to Section B, titled 'Distributors of Mutual Funds Products' of SEBI circular no. Cir/IMD/DF/13/2011 dated August 22, 2011 dealing with Due Diligence to be conducted by the Investment Manager on the Distributors to satisfy the 'Fit and Proper' criteria. The Distributor would be responsible to ensure that its employees and appointed sub-brokers too comply/ adhere to such provisions.
 - k) The Distributor and its employees, including its sub-brokers shall keep strictly confidential all technical and business information including details, particulars, data or information of any party or person and shall hold such details, particulars, data and information but not limited to that which may be disclosed or confided to it by the other in the course of the performance of the obligations as Distributor and shall not disclose the same to any third party without prior approval of the Investment Manager /Edelweiss Mutual Fund/Trustee Company as the case may be.
 - l) The Distributor shall neither use nor display the name, logo or mark of the Investment Manager (or any logo or make similar thereto) in any manner whatsoever except as agreed by the Investment Manager in writing and under no circumstance after termination of this Agreement.
 - m) The Distributor shall not undertake any obligation or incur any liability on behalf of the Investment Manager nor in any way pledge the Investment Manager's credit.
 - n) The Distributor shall not be entitled without the prior consent in writing of the Investment Manager to assign, transfer, charge or in any manner make or create any third party right or interest in this Agreement or the Distributor's obligations or liabilities hereunder
 - o) The Distributor has never been publicly censured, disciplined, suspended or expelled by any recognised regulatory organisation or recognised professional body or by any other organisation, body or association.
 - p) The Distributor has never been refused or had revoked any license or authorisation or ever resigned any such authorisation, or decided after making an application to become licensed not to proceed with it, in the securities / financial services market.
 - q) The Distributor will provide all co-operation to enable the Investment Manager undertake and complete the procedure needed to comply with applicable regulation relating to prevention of 'money laundering', 'Know Your Customer' (KYC) guidelines and Empanelment of Distributors and undertakes that the Distributor will conduct KYC of its customers and not promote any transaction which is viewed by him/her/it as suspicious in terms of PMLA Act , rules and circulars.
10. The Distributor shall be eligible to receive brokerage/commission on amounts mobilized by him / her/it under each Scheme and undertakes not to rebate brokerage/commission back to investors or attract investors through temptation of rebates /gifts, pass back commission etc. The amount of brokerage/commission and /or incentive paid to the distributor may vary from time to time and from Scheme to Scheme (Net of Statutory levies). Investment Manager will not be responsible for payment of any compensation/brokerage/commission to the employees of the Distributor.
11. The Distributor or its representatives are not authorised to issue any receipt for cheques and demand drafts received along with the Application Forms on behalf of the Investment Manager. The Distributor or its employees shall at no point of time receive cash on behalf of Edelweiss Mutual Fund.
12. The Distributor declares and covenants with the Investment Manager to defend, indemnify and hold Edelweiss Mutual Fund, Investment Manager and Trustee Company, its affiliates, promoters, employees of the Investment Manager, Trustee Company, successors in interest and permitted assigns harmless from and against all claims, damages or assertions of liability of any kind or nature resulting from:
 - a) Any breach, by the Distributors of terms, covenants and conditions or other provisions hereof, or provisions contained in the SAI and SID or any actions or omissions there under;
 - b) Any failure on the part of the Distributor to comply with all applicable legislation, statutes, ordinances, regulations, administrative ruling or requirements of law;
 - c) The misfeasance, malfeasance, fraudulent acts, mis-representation, omission, willful misconduct and mis-selling activities of the distributor and its representatives; and
 - d) Any and all claims, actions, suits, proceedings, assessments, settlements, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.
13. The appointment of the Distributor shall be liable to be terminated by the Investment Manager forthwith:
 - a) If he/she/it/Principal Officer 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 or otherwise it is found that he/she/it has knowingly participated in or connived at any fraud, dishonesty or misrepresentation against the Investment Manager or any Unit holder of Edelweiss Mutual Fund;
 - c) If the Investment Manager is satisfied that any statement made in the Distributor Empanelment Form was false or misleading or calculated to mislead;
 - d) If he /she/it/Principal Officer acts in any other manner prejudicial to the interest of the Investment Manager / Edelweiss Mutual Fund/Trustee Company/Investor;
 - e) If he /she/it/Principal Officer does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law;
 - f) Upon disqualification or withdrawal of Regulatory or Government Approval to act in his/her/its/Principal Officer's capacity; and
 - g) Any other reason deemed fit by the Investment Manager.
14. In addition to what is stated in the preceding paragraphs the Investment Manager shall have the right to terminate the appointment of the Distributor at any time by giving the Distributor 10 days written notice and without assigning any reasons therefor. The Distributor may also terminate the Distributor arrangement at any time by giving 10 days written notice to the Investment Manager. Upon any termination (in respect of point 13), the Distributor shall forthwith return all documents, papers and surrender all material pertaining to the Investment Manager / Edelweiss Mutual Fund and / or belonging to the Investment Manager / Edelweiss Mutual Fund to the Investment Manager.
15. The Distributor has to submit a SELF DECLARATION as per format provided by AMFI from time to time by 30th June every year. Any non-compliance of such circular will attract suspension of payment of brokerage/commission by the Investment Manager.
16. Edelweiss Mutual Fund will endeavor to credit the brokerage/commission amount into the Distributor's Bank Account through any of the electronic modes of transfer (RTGS/NEFT/Direct Credit /ECS) available in the banking system, subject to relevant information being provided by the distributor. In case of bank not crediting the account without assigning any reason thereof or if the transaction is delayed or not effected at all for reasons of incomplete or incorrect information or if the account number furnished by the Distributor is incorrect, Edelweiss Mutual Fund/ Investment Manager /Trustee Company will not be held responsible for the credit going to the wrong account. Further, Edelweiss Mutual Fund/ Investment Manager /Trustee Company reserves the right to issue a demand draft/payable at par cheque in case it is not possible to make payment by Direct Credit.
17. The nominee of individual Distributor will receive trail brokerage/commission on business done before the demise of the Distributor holding ARN card. The nominee will not be entitled for any brokerage/commission on SIP (Systematic Investment Plan) instalments post demise of Distributor. 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/ individual Distributor.
18. This contract shall be effective from the date on which this Agreement shall be executed / franked by the Investment Manager.
19. In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.
20. The Distributor certifies that he/she/it/principal officer has the express authority from the constitutional documents to undertake distribution of the units of the Mutual Funds and the Investment Manager/ Edelweiss Mutual Fund/Trustee Company would not be responsible if the distribution of the units of the Mutual Funds is ultravires and the distribution activity is contrary to the relevant constitutional documents.
21. The Distributor certifies that "In the course of my / our business in the distribution of Edelweiss Mutual Fund products during the financial year, I / we have adhered / will adhere to the code of conduct contained in SEBI Circular No. MFD/CIR/06/210/2002 dated June 26, 2002 and to the requirements as prescribed in SEBI's subsequent Circular No. MFD/CIR/20/23230/2002 dated November 28, 2002 and the AMFI Circular No. CIR/ARN-01/02-03 dated January 15, 2003. I/We shall abide by the circulars issued by SEBI, AMFI, FIU any other applicable Regulatory Authority and code of conduct as amended from time to time".
22. In accordance with the SEBI Circular dated June 30, 2009, the upfront commission, if any would be paid by the investor directly to the distributor, based on his assessment of various factors including the service rendered by the distributor.
23. Distributor shall disclose to the Investor(s) all the commissions (in the form of trail commission or any other mode) for the different competing Schemes from amongst which the Scheme of Edelweiss Mutual Fund is recommended to the Investor(s).

I/We have understood the above contents and terms for empanelment as Distributor of Edelweiss Mutual Fund and agree to abide by the terms, conditions, rules & regulations governing the registration as Distributor at all times. I/We am/are not an Employee or a relative of a Director/Employee of the AMC/Sponsor/or any of its associates.

Place

*Signature

***Kindly tick if you satisfy any of the below criteria:**

- 1 Multiple point presence (more than 20 locations)
- 2 AUM raised over Rs.100 Crore across industry in the non institutional category?
Including high networth individual Excluding high networth individual
- 3 Commission received of over Rs.1 crore p.a. across industry
- 4 Commission received of over Rs 50 Lakhs from a single Mutual fund

Mandatory to tick the relevant declaration given below:

We hereby declare that :

- We qualify as per the criteria above and here by furnish details required for Due Diligence as laid down in SEBI circular no. Cir /IMD/ DF/ 13/ 2011 dated August 22, 2011.
- We do not satisfy any of the above criteria and undertake to keep you informed in future in case we qualify under any of above criteria

Place

Signature

*Indicates Mandatory Field

For office use only

Date

Relationship Manager AMC HO/ Branch

Categorization Distributor Classification (any one)

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

Recommended by (Branch Head)

Accepted and Confirmed by (Client Experience Officer)

Name	Signature	Name	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Checklist for Documents to be Submitted

Documents	IFA/ Proprietorship	Partnership Firm	Company	LLP	Documents	IFA/ Proprietorship	Partnership Firm	Company	LLP
Copy of the AMFI Certificate	<input checked="" type="checkbox"/>	<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"/>	<input checked="" type="checkbox"/>
Copy of the ARN Card	<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	<input checked="" type="checkbox"/>
PAN Card 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
Cheque Copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Certificate of Incorporation	NA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Memorandum & Articles of Association	NA	NA	<input checked="" type="checkbox"/>	NA	Registration Certificate	NA	NA	NA	<input checked="" type="checkbox"/>
Partnership Deed	NA	<input checked="" type="checkbox"/>	NA	<input checked="" type="checkbox"/>					

*Indicates Mandatory Field