



### DISTRIBUTOR EMPANELMENT FORM

PMS ☐

AIF ☐

PMS & AIF ☐

#### Contact Details

Distributor Name: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Pin Code: \_\_\_\_\_

Email ID (In CAPS) \_\_\_\_\_

Telephone: \_\_\_\_\_ (R): \_\_\_\_\_

Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Type : ☐ IFA ☐ Bank ☐ National Distributor

Recent Photograph Only for  
Individuals & Sole  
Proprietorship

(Please Sign Across the  
Photo)

#### 1. Business Details : (Schedule IV to be signed and submitted in case of GST)

PAN: \_\_\_\_\_ DOB / Incorporation Date: \_\_\_\_\_ GST Number\*: \_\_\_\_\_

UID (Adhaar) Number: \_\_\_\_\_

#### 2. Status:

Individual ☐ Sole Proprietorship ☐ Partnership Firm ☐ Public Ltd. Co. ☐ Society/Trust ☐

Private Ltd. Co. ☐ HUF ☐ Others: \_\_\_\_\_

No. of Branches: \_\_\_\_\_ No. of Agents Associated/Sub-brokers: \_\_\_\_\_

No. of Employees: a) Field \_\_\_\_\_ b) Office \_\_\_\_\_

Business expected to be mobilized for the AIF /PMS businesses of Aditya Birla Sun Life AMC Limited over next 3 years

Current Year		2nd Year		3rd Year	
No. of Clients	Amt	No. of Clients	Amt	No. of Clients	Amt

#### 3. Bank Details: (\* Please enclose a copy of Cancelled Cheque)

Bank Name: \_\_\_\_\_ Bank Branch: \_\_\_\_\_ City: \_\_\_\_\_

Account Type : ☐ Savings ☐ Current ☐ Others: \_\_\_\_\_ Account No: \_\_\_\_\_

IFSC Code: \_\_\_\_\_

For Distributor \_\_\_\_\_

For ABSLAMC \_\_\_\_\_

4. Regulatory Declarations (In case of empanelment of PMS only):

\* APRN Code:

I / We hereby declare that I / We have cleared the NISM XXIA examination as prescribed by SEBI and enclosing the certificate provided by NISM. I/We hereby declare that I/We have obtained the APMI Registration and have enclosed the necessary proof in this regard.

\* Submit NISM 21 A Certificate of any one of the partners or employees in case the distributor is non-individual or partnership firm.

I / We hereby declare that the attached SDF is read and signed by me / authorized signatories. I/ We also declare that, I/We shall submit the Self-Declaration Code of Conduct, within 15 days from end of every Financial Year, failing which brokerage may be withheld.

\* Submit the SDF suffixed on letterhead in case distributor is non-individual or proprietorship.

5. Nominee Details (Only in case of Individuals)

Nominee Name: \_\_\_\_\_ DOB: \_\_\_\_\_

Guardian Name (In case nominee is minor): \_\_\_\_\_

Relationship with Distributor: \_\_\_\_\_

Address of Nominee / Guardian (In case of Nominee is Minor): \_\_\_\_\_

\_\_\_\_\_

Nominee/Guardian (In case of

Nominee Photo

6. Declaration of Compliance with the Distribution Agreement

I/We ("hereinafter referred to as the "Distributor") understand that the terms of empanelment and my/or relationship with Aditya Birla Sun Life Asset Management Company ("hereinafter referred to as "Investment Manager" or ABSLAMC) shall be governed by this Distributor Empanelment Form and terms of the Distribution Agreement as provided in Annexure I, along with necessary schedules, annexures and addendums made thereto.

- ☐ I/We, further, undertake to provide distribution services with respect to the portfolio management services of ABSLAMC and further undertake to comply with the terms of the Distribution Agreement as provided in Annexure I and Schedule I. Further, we will submit the Self-Declaration as provided in Schedule III at the time of execution of this form and Annexure 1 and at such intervals as prescribed under the applicable laws and/or the Distribution Agreement.<sup>1</sup>
- ☐ I/We, further, undertake to provide distribution services with respect to the alternative investment funds of ABSLAMC and further undertake to comply with the terms of the Distribution Agreement as provided in Annexure 1 and Schedule II.<sup>2</sup>
- ☐ I/We, further, undertake to provide distribution services with respect to the portfolio management services and alternative investment funds of ABSLAMC and further undertake to comply with the terms of the Distribution Agreement as provided in Annexure I, Schedule I and Schedule II. Further, we will submit the Self-Declaration as provided in Schedule III at the time of execution of this form and the Distribution Agreement and at such intervals as prescribed under the applicable laws and/or the Distribution Agreement.<sup>3</sup>

<sup>1</sup> To be selected in case of empanelment as distributor only for PMS.

<sup>2</sup> To be selected in case of empanelment as distributor only for AIF.

<sup>3</sup> To be selected in case of empanelment as distributor for both PMS and AIF.

For Distributor \_\_\_\_\_

For ABSLAMC \_\_\_\_\_

7. MSME Declaration:

- ☐ This is to certify that we are registered under MSME (Micro Medium Small Enterprises). MSME registration number \_\_\_\_\_  
(Kindly submit MSME certificate as applicable)
- ☐ This is to certify that we are not registered under MSME (Micro Small Medium Enterprises).

8. GST Declaration:

- ☐ This is to certify that I/we have GST registration and my/our GST registration number is \_\_\_\_\_  
(Kindly submit GST certificate)
- ☐ This is to certify that I/we do not have GST registration and have submitted the requisite declaration to that effect as provided in Schedule IV.
- ☐ I / We undertake that the information provided is correct and true to my knowledge. My/our application may accordingly be considered. My/our appointment shall be subject to the terms and conditions as prescribed under Annexure I hereunder as maybe amended, modified or supplemented from time to time by ABSLAMC and any guidelines, notification, regulations etc. that maybe framed or issued by Securities and Exchange Board of India or any regulatory authority.

For Distributor:

Signature \_\_\_\_\_

Date\_\_\_\_\_

Place\_\_\_\_\_

Received and acknowledged on behalf of ABSLAMC

Name\_\_\_\_\_

Signature \_\_\_\_\_

Date\_\_\_\_\_

Place\_\_\_\_\_

For Distributor \_\_\_\_\_

For ABSLAMC \_\_\_\_\_

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Checklist		
IFA / Sole Proprietor	Partnership Firm	Corporate
<input type="checkbox"/> PAN Card	<input type="checkbox"/> Partnership Deed & Resolution	<input type="checkbox"/> MOA & AOA
<input type="checkbox"/> Address Proof	<input type="checkbox"/> Authorised Signatory List	<input type="checkbox"/> Authorised Signatory List
<input type="checkbox"/> Bank Proof	<input type="checkbox"/> Address Proof of Firm	<input type="checkbox"/> Board Resolution
<input type="checkbox"/> Adhaar Card	<input type="checkbox"/> Bank Proof of Firm	<input type="checkbox"/> Address & Bank Proof of Company
<input type="checkbox"/> NISM 21A Certificate*	<input type="checkbox"/> PAN Card & Adhaar Card of Partners	<input type="checkbox"/> PAN Card & Adhaar Card of ASL
	<input type="checkbox"/> NISM 21A Certificate of a Partner(s)*	<input type="checkbox"/> GST Certificate / Declaration
		<input type="checkbox"/> MSME Certificate / Declaration
		<input type="checkbox"/> NISM 21A Certificate of an employee(s)*

**\*Self-attested copy of PAN, Address Proof, Adhaar Card and APRN Card (If Available)**

For ABSLAMC Use Only:

Relationship Manager Signature: \_\_\_\_\_ Branch Name: \_\_\_\_\_

Branch Head / Channel Head Signature & Remark: \_\_\_\_\_ Approving Authority Signature & Remark:

\_\_\_\_\_

Annexure I  
Distribution Agreement

THIS AGREEMENT ("Agreement") forms an integral part of the Distributor Empanelment Form and shall be effective from the date of execution of the Distributor Empanelment Form. ("Effective Date")

BETWEEN

Aditya Birla SunLife AMC Limited, a company having its registered office at One World Centre, Tower-1, 17th floor, Jupiter Mills, Senapati Bapat Marg, Elphinstone Road, Mumbai - 400 013 (hereinafter referred to as the "Manager" or "ABSLAMC"), which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the ONE PART;

AND

-----, a company / partnership / limited liability partnership / body corporate / individual incorporated under the provision of ----- / resident of -----, having its head office / office address at -----, (hereinafter referred to as "Distributor", which expression shall include, unless repugnant to or inconsistent with the subject or context thereof, its successors in title and permitted assigns) of the SECOND PART.

The Manager and the Distributor are together referred as "Parties".

WHEREAS

1. This Agreement governs the relationship between the Manager and the Distributor whereby the Distributor shall from time to time (as may be permitted by applicable laws and regulations and subject to the terms of this Agreement) refer to the Manager, potential Clients(s) ["Client" means a person who enters or agrees to enter into an agreement with the Manager to subscribe to any of the services or products offered by the Manager and listed under a relevant Schedule to this Agreement ("Client Agreement")] to distribute its products and services and/or assist in initiating and establishing contact between the Manager and potential Clients and the Manager shall pay a fee to the Distributor (subject to the terms of this Agreement) for the services rendered by it. The term 'Client Agreement' shall include agreements to provide portfolio management services ("PMS") and contribution agreements in relation to alternative investment funds ("AIFs").
2. This Agreement does not give rise to any employment or agency relationship between the Manager and the Distributor.
3. This Agreement is non-exclusive and does not restrict the Manager or the Distributor in any way from carrying out any other marketing and/or sales development activities (including co-operation with other persons or institutions).
4. The Parties wish to enter into this Agreement to reflect the terms of the aforesaid collaboration.
- 5.

NOW THEREFORE, the Parties hereto agree as follows:

1. Engagement

Subject to the terms and conditions contained herein, the Manager hereby engages the Distributor for the term of this Agreement to provide the services described in Clause 2 and the Schedules of this Agreement and the Distributor accepts such engagement.

2. Services

2.1 The Distributor shall identify and refer Clients to the Manager in any permitted jurisdiction for the following services and/or products of the Manager:

(a) Portfolio management services provided by the Manager, in accordance with Schedule I to this Agreement; and

(b) Alternative investment funds or schemes thereof managed and/or sponsored by the Manager, in accordance with Schedule II to this Agreement.

With respect to this Agreement, permitted jurisdiction shall mean the regions where the Distributor is permitted to distribute products of ABSLAMC under this Agreement, and as per applicable laws, that shall include -----;

2.2 The Distributor shall not provide any guarantee or assurance of the returns to the Clients on the investments managed by the Manager under the respective Client Agreement(s) and other related deeds and documents;

2.3 The Parties may, at any time during the term of this Agreement, amend this Agreement and/or the Schedules appended herein to revise, include or remove terms of this Agreement and/or Schedules appended herein to engage the Distributor's services for additional products or services offered by the Manager.

2.4 The Distributor shall, without prejudice to the services specifically set forth in the Schedules, provide the following services ("Distribution Services") for each product or service of the Manager identified in the Schedules:

(a) identify Clients in relation to the respective services or products offered by the Manager;

(b) provide Clients with marketing materials provided by the Manager, as the Distributor may deem fit;

For Distributor\_\_\_\_\_

For ABSLAMC\_\_\_\_\_

- (c) provide reasonable support to the Manager for marketing the investment proposal to the Clients, if required;
- (d) coordinate all documentation including getting all the KYC and supporting documents from the Clients; and
- (e) provide reasonable support to the Manager in execution of Client Agreements with accepted Clients.

### 3. Term of Agreement

The provisions of this Agreement shall become effective on the Effective Date and shall remain in force unless terminated in accordance with the provisions of this Agreement.

### 4. Representations, warranties, covenants and undertakings of the Distributor

4.1 The Distributor undertakes to refer potential Clients who (as far as the Distributor is aware) are of good standing and reputation.

4.2 The Distributor hereby represents, warrants, covenants and undertakes to the Manager that:

- a) it is aware of and has complied, and will continue to comply, with all relevant statutory and regulatory provisions, including any applicable licensing requirements under the relevant jurisdictions in order to perform the services hereunder;
- b) no action or any other steps have been taken and no legal proceedings have been started or (to the best of its knowledge and belief) threatened against the Distributor for the winding-up of the Distributor or appointment of a receiver, judicial manager, administrator, administrative receiver, compulsory manager, trustee or similar officer of the Distributor or of any or all of its assets;
- c) it shall be solely responsible for its tax liabilities and the related reporting and other procedures and obligations; and
- d) it shall not receive, directly or indirectly, any commission from the Client in respect of any product(s) and/or services being availed by the Client from the Manager except the Fee payable by the Manager in accordance with this Agreement.

4.3 The Distributor is solely responsible for ascertaining what intermediary services it may lawfully perform under the relevant statutory and regulatory provisions and undertakes at all times to observe all such applicable provisions. In particular, it must not solicit funds by unlawful or improper means nor may it offer services designed to evade regulations or duties of any kind.

4.4 The Distributor must act in its own name and for its own account at all times. It may not present itself in any way as acting in the Manager's name and/or for its account. In particular, it may not enter into any obligations on behalf of the Manager nor issue guarantees which are binding on the Manager. In connection herewith, the Distributor may not use premises of the Manager in the performance of its services unless it has the Manager's express prior consent.

4.5 The Distributor hereby undertakes, confirms and agrees to the Manager that:

- (a) the obligations and duties of the Distributor are solely referral, mechanical and administrative in nature and the Distributor is not a trustee for the Client, and neither this Agreement (including the Schedules appended herein) nor any action taken by the Distributor hereunder shall constitute the Manager and the Distributor a partnership, association, joint venture or other common enterprise;
- (b) the Distributor or its employees/agents/representatives shall not in any manner claim to be an employee, owner or shareholder, director or promoter of the Manager to the Clients;
- (c) the Distributor shall obtain such written consents as may be necessary from the prospective Clients for furnishing information to the Manager pertaining to the prospective Clients;
- (d) the Distributor shall circulate marketing material, literature or any other information/documents in connection with the product(s) and/or services rendered by the Manager ("Marketing Material") for its interactions with the Clients. The Distributor shall not circulate Marketing Material, unless such Marketing Material is pre-approved by the Manager in writing. It is hereby understood in all cases that the relationship between the Manager and the Distributor is that of principal to principal and each transaction is for the account of Client and not for the Distributor's own account;
- (e) subject to Clause 9 (*Confidentiality*) of this Agreement, the Distributor agrees to maintain confidentiality and secrecy of all information received by it and/or its personnel either directly or in the course of dealing with the Manager and or its employees and/or its Clients. The Distributor further undertakes to utilize such information only for the purposes of providing their Distribution Services under this Agreement and not for any other purpose which may prove detrimental to the interest of the Manager and/ or its employees and /or its Clients;
- (f) the Distributor shall not (i) issue any advertisement in relation to the Manager or its affiliates or hold out on behalf of the Manager or its affiliates; and/or (ii) provide information of any kind relating to the Manager or its affiliates to the press by way of interviews, press releases or otherwise;
- (g) the Distributor shall not use the Marketing Material provided by the Manager, for providing its own product or service similar to the Manager;

For Distributor\_\_\_\_\_

For ABSLAMC\_\_\_\_\_

- (h) the Distributor shall obtain and at all times maintain all authorisations, licences, certifications and registrations, if required under the applicable laws for the purposes of the performance of any of its duties and obligations under this Agreement. Further, the Distributor shall ensure at all times that its employees and personnel engaged in distribution services for the Manager's portfolio management services/products possess valid certification requirements, as specified under applicable law;
- (i) the Distributor shall assist the Client in relation to all the documentation required for availing the services or products offered by the Manager for which the Distribution Services are engaged under this Agreement. The Distributor shall remain liable for any loss of documentation in course of transit between the Distributor and the Client or between the Distributor and the Manager;
- (j) the Distributor shall be responsible for providing required support in complying with applicable know your client (KYC) norms and prevention of anti-money laundering (AML);
- (k) the Distributor shall bring to the notice of the Manager, any regulatory action taken/initiated against the Distributor by SEBI, RBI, or any other regulatory/administrative/judicial authority in India or overseas;
- (l) the Distributor agrees that the Manager shall be under no obligation to enter into Client Agreement with a Client referred by the Distributor under this Agreement, and the Manager is entitled to solely decide if it desires to enter into Client Agreement with a Client referred by the Distributor;
- (m) the Distributor agrees that the Manager, has entered as of date, and will in future enter into, distribution arrangements with third parties. The Manager also receives enquiries for availing its products and services directly from potential Clients from time to time. In the event, there is any dispute as to whether a particular Client was referred by the Distributor or not, the Manager shall determine if the Distributor is entitled to receive Fees under this Agreement based on whether the Distributor been identified in the completed application documentation submitted along with the cheque / payment reference no., for the investment made by the said Client into the respective service or product.
- (n) the Distributor shall promptly inform the Manager of the complaints or queries received from the Clients;
- (o) neither the Manager nor any of its affiliates shall be responsible to any Client for any loss or damage which any such Client may suffer or incur, as a result of any misrepresentation, negligence or default of or mis-selling by the Distributor or breach by the Distributor of any term or condition of this Agreement and the Distributor shall solely be liable for any such loss or damage caused to the Client in this regard;
- (p) the Distributor shall not indulge in the act of churning Client's investments with the objective of earning higher Fees from the Manager or other third parties; and
- (q) the Distributor shall not engage in any acts or conduct that may potentially result in defamation, monetary damage, loss of good will or discontinuation of patronage by any Client of the Manager during or after the term of this Agreement.

#### 5. Representations, warranties, covenants and undertakings of the Manager –

5.1 The Manager hereby represents, warrants, covenants and undertakes to the Distributor that, to the best of its knowledge it is aware of and has complied, and will continue to comply, with all relevant statutory and regulatory provisions, including any applicable licensing requirements under the relevant jurisdictions in order to offer the products and/or services hereunder to the Clients.

5.2 The Manager hereby undertakes, confirms and agrees to the Distributor that:

- (a) all information (including, but not limited to, all deeds and documents) supplied or made available by the Manager to the Distributor from time to time are true, correct and genuine to best of its knowledge and that the Manager is duly authorised to disclose the same to the Distributor;
- (b) the Manager shall be solely, individually and independently responsible for managing the products and services offered by it in accordance with and subject to the terms of the respective Client Agreements and applicable laws [including, but not limited to, the SEBI (Portfolio Managers) Regulations, 2020 ("PMS Regulations") and SEBI (Alternative Investment Funds) Regulations, 2012 ("AIF Regulations")], and the Distributor shall not be obliged or required to assist, monitor or advise the Manager, either directly or indirectly, in that behalf; and
- (c) the Manager shall at all times comply with various applicable laws and regulations including but not limited to the PMS Regulations and AIF Regulations and circulars/instructions/guidelines/clarifications provided by any industry body to which the Manager is a member, or otherwise, and strictly adhere to the code of conduct prescribed for offerors of such products or services under applicable law (including the codes of conduct for portfolio managers and investment managers of AIFs prescribed by SEBI) from time to time.

For Distributor\_\_\_\_\_

For ABSLAMC\_\_\_\_\_

## 6. Relationship between the Manager and the Distributor

Nothing in this Agreement shall constitute a partnership or establish a relationship of principal and agent, employer and employee or any other relationship of a similar nature between or among the parties. The Distributor is or shall be deemed to be an independent contractor under this Agreement and shall have no authority to act for or represent the Manager in any way.

## 7. Fees

7.1 The Manager undertakes to pay to the Distributor a "Fee" in respect of the Clients referred by the Distributor to the Manager as specifically set forth in the respective Schedule for such product or service, provided that (i) the Distributor was instrumental in directing and establishing contact between the potential Clients and Manager; (ii) the potential Client referred by Distributor is accepted by the Manager.

7.2 The Fee in respect of each type of product or service offered by the Manager shall be determined in accordance with the respective Schedule to this Agreement for such product or service.

7.3 The Fee shall be exclusive of any goods and services tax and shall be subject to any and all deductions or withholdings as are required by law. If any deductions or withholdings are required by law, the Manager shall pay to the Distributor the Fee less such deduction or withholding.

7.4 All computations and calculations of Fees shall be determined by the Manager in good faith at its sole and absolute discretion and shall be conclusive and binding upon the Distributor in all respects. In particular, the Distributor shall not be informed or be entitled to know/find out from the Manager, the Client's financial activities or the source of any Fees paid or to be paid.

7.5 Any claim with regard to the omission/error in calculation of Fee shall be made by the Distributor within a period of 3 months from payment of relevant Fee. Any claim made post the above period shall not be entertained by the Manager.

7.6 In the event the Distributor acting through itself or its employees and/or personnel engaged in distribution services, fails to renew/revalidate its expired certifications/licenses as required under applicable law, the Fees payable by the Manager to the Distributor on account of services already obtained before expiry of the license/certificate shall continue to be accrued by the Manager, however, the same shall not be paid to the Distributor until valid certifications/licenses have been obtained.

## 8. Non-Exclusivity

The collaboration between the Parties is not on an exclusive basis and each Party shall be free to enter into similar arrangements with other Parties.

## 9. Confidentiality

9.1 The Parties shall not (except as may be required by applicable law or regulation or on order/instruction of a regulatory, judicial or administrative authority) disclose any information relating to the affairs of the other Party or any of its affiliates and information of its customers or delegates to any person not authorised to receive such information and will use its best endeavours to prevent any such disclosures whether by any of its officers, employees or agents or by anyone else.

9.2 Neither the Distributor nor the Manager shall do or commit any act, matter or thing which would or might prejudice or bring into disrepute in any manner the business or reputation of the other Party.

9.3 In the event of this Agreement being terminated, the provisions of this entire Clause shall survive and remain in full force and effect.

9.4 Notwithstanding the foregoing, the Manager's obligation in relation to the confidentiality shall fall off upon termination of this Agreement.

## 10. Indemnity

10.1 The Distributor shall indemnify and hold harmless the Manager and/or any of its promoters, directors, shareholders, employees, officers against any direct and indirect, losses, costs or claims, litigations which it might incur/suffer as a result of:

- a) any unauthorized, misleading, false or inaccurate information provided regarding the Clients / prospective Clients referred to the Manager by the Distributor;
- b) any regulatory action taken/initiated against the Distributor or any of the directors, partners, designated partners, officers or employees of the Distributor by the Securities and Exchange Board of India (hereinafter referred to as "SEBI"), Reserve Bank of India ("RBI"), or any other regulatory/administrative/judicial authority;
- c) conflict of interest arising from Distributor's obligation under any other agreement entered into between the Distributor and any third party;
- d) any legal proceeding by the Client alleging fraud or mis-selling or misrepresentation by the Distributor; or
- e) delay in communicating any Client complaints/queries received by the Distributor to the Manager.

For Distributor\_\_\_\_\_

For ABSLAMC\_\_\_\_\_



## 11. No Delegation

In performing its duties and functions under this Agreement, the Parties shall not be entitled to delegate any of its duties and functions except on terms previously approved in writing by the other Party.

## 12. Term

12. Either Party shall have the right at any time upon giving one (1) months' notice in writing to the other to terminate this Agreement without providing any reason or to terminate this Agreement by written notice immediately in any of the following events:

- a) if the other Party is in breach of any of the material terms, conditions, representations and warranties of this Agreement and fails to remedy the same (if capable of remedy) within thirty (30) days of being required by the other Party giving notice so to do; or
- b) if the other Party is unable to pay its debts as they fall due or shall go into liquidation (except voluntary liquidation for the purposes of reconstruction or amalgamation) or if a receiver is appointed over any of the assets of the other;
- c) if the other Party fails to comply with, obtain or maintain any necessary authorizations, licenses or registrations for the performance of its duties hereunder;
- d) if the other Party engages in fraud or other illegal or unethical activities, or in any activity which the first Party, in its reasonable judgment, believes could adversely affect the reputation of the first Party.

## 13. Governing Law and Jurisdiction

- a. The provisions of this Agreement shall be governed by and construed in accordance with laws of India and the courts of Mumbai shall have the exclusive jurisdiction in case of any disputes under this Agreement.
- b. Any dispute, controversy or claims arising out of or relating to this Agreement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- c. The arbitral tribunal shall be composed of three arbitrators, one arbitrator to be appointed by each Party and third arbitrator appointed by the mutual consent of the arbitrators so appointed.
- d. The Seat of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.
- e. The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- f. The award of the /arbitral tribunal shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgement thereon in any one or more of the highest courts having jurisdiction.  
The rights and obligations of the Parties under, or pursuant to, this Clause, including the arbitration agreement in this Clause, shall be governed by and subject to Indian law.
- h. The cost of arbitration shall be borne by both the parties equally.

## 14. General

14.1 Construction. This Agreement is the sole agreement between the Parties in connection with the subject matter herein and it replaces any prior or contemporaneous agreement between the Parties, whether in writing or otherwise. The preamble and appendix attached hereto are integral and inseparable parts of this Agreement. Clause headings are for guidance purposes only and shall not influence the interpretation of the provisions hereof. Amendments to this Agreement shall not be effective unless made in writing and signed by the Parties. Waivers shall only be effective if made in writing and signed by the Party making the waiver.

14.2 Notices. Notices shall be delivered to the addresses at the opening of this Agreement and any additional contact details exchanged between the Parties from time-to-time.

14.3 Severance. If a court of competent jurisdiction determines that any part hereof is invalid or unenforceable for any reason, then such part shall be removed here from and deemed to have not been included as of the date hereof, while the validity and enforceability of the remaining parts shall not be affected. Where possible, the removed provision shall be replaced by a new provision that as closely as possible reflects the original intention of the Parties without it also being invalid or otherwise unenforceable.

14.4. Publicity. The Parties agrees that they shall not use the logo, trademark, copy rights of other proprietary rights of the other Party in any advertisement or publicity materials or any other written communication with any third party, without the prior written consent of the other Party.

14.5 Assignability. The Distributor shall not be entitled to transfer, novate and/or assign its rights and/or obligations under this Agreement without the prior written approval of the Manager. The Manager shall be free to transfer, novate and/or assign its rights and/or obligations under this Agreement without prior written approval of the Distributor by intimating the Distributor about such transfer, novation and/or assignment.

IN WITNESS WHEREOF, the Parties hereto have signed this Agreement on the date first above mentioned by signing in the appropriate places below.

For Distributor\_\_\_\_\_

For ABSLAMC\_\_\_\_\_

For Distributor:

For Aditya Birla Sun life AMC Limited:

\_\_\_\_\_  
\_\_\_\_\_

(Authorized Signatory)

\_\_\_\_\_  
\_\_\_\_\_

(Authorized Signatory)

For Distributor\_\_\_\_\_

For ABSLAMC\_\_\_\_\_

## Schedule I

### Portfolio Management Services

1. The Manager is duly authorised by the SEBI to provide portfolio management services vide registration no. INP000000597 and provides discretionary portfolio management services, non-discretionary portfolio management services and advisory services (collectively, "Portfolio Management Services") to Clients under the respective Client Agreements and the SEBI (Portfolio Managers) Regulations, 2020 ("PMS Regulations").
2. The Manager hereby appoints the Distributor, acting through its various branches to the extent permissible as per the applicable laws, to provide the Distribution Services set forth in Clause 2 of the Agreement to the Manager in respect of the Portfolio Management Services.
3. The Distributor hereby undertakes, confirms and agrees to the Manager that:
  - 3.1. the Distributor shall inform each potential Client of the inherent risk of investing into the securities market. The Distributor shall provide required assistance in conducting a detailed risk profiling of each Client;
  - 3.2. the Distributor agrees to not make any representations concerning the Portfolio Management Services of the Manager except those contained in the Disclosure Document (as defined in the PMS Regulations) and printed information issued or approved in writing by the Manager as information supplemental to such documents;
  - 3.3. the Distributor hereby certifies that it shall, as well as all its employees, representatives / agents / sub-agents engaged in the distribution of the Portfolio Management Services of the Manager shall, hold relevant certifications and registrations, as prescribed under the applicable laws. Any cost relating to acquiring or maintaining such certification or registration shall be solely borne by the Distributor itself;
  - 3.4. the Distributor shall at all times comply with various applicable laws and regulations including but not limited to the PMS Regulations and strictly adhere to the code of conduct for distributors of portfolio management services prescribed by SEBI from time to time;
  - 3.5. the Distributor shall provide reasonable support to the Manager for verifying Distributor's compliance with the code of conduct for distributors prescribed by SEBI from time to time;
  - 3.6. the Distributor shall additionally provide a self-certification in respect of compliance with the code of conduct for distributors prescribed by SEBI, within 15 (fifteen) days from the end of each financial year; and
4. **Fees**

In terms of Para 16(ii) of SEBI Circular dated Feb 13, 2020 prescribes that "Portfolio Manager shall pay fees or commission to distributors only on trail-basis. Further, any fees or commission paid shall be only from the fees received by Portfolio Managers". Further, the fees payable to the Distributor shall be mutually agreed by the Parties and such mutually agreed fees shall form an integral part of this Agreement.
5. In case of any conflict between the provisions of this Schedule and other provisions of this Agreement, the provisions of this Schedule shall prevail. However, in such an eventuality, best endeavors shall be made to achieve harmonious construction, taking into account all relevant documents and the Manager's interpretation in this regard shall be binding.

IN WITNESS WHEREOF, the Parties hereto have signed this Schedule on the date first above mentioned by signing in the appropriate places below.

For Distributor:

For Aditya Birla Sun life AMC Limited:

\_\_\_\_\_  
\_\_\_\_\_

(Authorized Signatory)

\_\_\_\_\_  
\_\_\_\_\_

(Authorized Signatory)

For Distributor\_\_\_\_\_

For ABSLAMC\_\_\_\_\_

## Schedule II

### Alternative Investment Funds

1. The Manager is the investment manager of AIFs registered with the SEBI under the SEBI (Alternative Investment Funds) Regulations, 2012 ("AIF Regulations"), and may manage additional AIFs or schemes thereof in the future (collectively, "AIF Products").
2. The Manager hereby appoints the Distributor, acting through its various branches to the extent permissible as per the applicable laws, to provide the following services, in addition to the Distribution Services set forth in Clause 2 of the Agreement to the Manager in respect of the AIF Products:
  - 2.1. identify Clients strictly on a private placement basis and inform them the investment terms (including investment objective, strategy, fees/expenses, risk factors etc.) in relation to the AIF Products;
  - 2.2. provide reasonable support to the Manager in obtaining Capital Commitment from Clients for AIF Products; and
  - 2.3. provide reasonable support to the Manager for following up with the Clients for timely payment towards drawdown notices and in accordance with the contribution agreement/s of the AIF Products from time to time.
3. For the purposes of this Schedule, the term 'Distribution Services' shall be deemed to include the services set forth in Article 2 above.
4. The Distributor shall provide necessary support as required by the Manager for compliance with the code of conduct applicable to AIF Products, Manager, key personnel of the Manager, trustee of the AIFs and its directors, as prescribed by SEBI from time to time;
5. The Distributor hereby undertakes, confirms and agrees to the Manager that it shall maintain number control over the copies of the Private Placement Memorandums (PPMs) and other documents shared by it to Clients and shall maintain records of the name and address of each Client to whom it has furnished a copy of such documents along with serial number of such copy, which records it shall furnish to the Manager.
6. Fees: With respect to Category III AIFs for which distribution services are being provided, the Distributor shall be paid distribution fees by the Manager on an equal trail basis from the management fee charged by the Manager. However, in case of any Category I or Category II AIFs, the Manager may, at its discretion, pay 1/3rd of the distribution fees upfront to the Distributor, with the balance being paid on an equal trail basis over the tenure of the AIF. Further, the fees payable to the Distributor shall be mutually agreed by the Parties and such mutually agreed fees shall form an integral part of this Agreement.
7. In case of any conflict between the provisions of this Schedule and other provisions of this Agreement, the provisions of this Schedule shall prevail. However, in such an eventuality, best endeavors shall be made to achieve harmonious construction, taking into account all relevant documents and the Manager's interpretation in this regard shall be binding.

IN WITNESS WHEREOF, the Parties hereto have signed this Schedule on the date first above mentioned by signing in the appropriate places below.

For Distributor:

For Aditya Birla Sun life AMC Limited:

\_\_\_\_\_  
\_\_\_\_\_

(Authorized Signatory)

\_\_\_\_\_  
\_\_\_\_\_

(Authorized Signatory)

On the letter head

For Distributor\_\_\_\_\_

For ABSLAMC\_\_\_\_\_

Schedule III

Self-Certification/Declaration (for PMS Distributors)

(Initial/for the year ended March 31, \_\_\_\_\_)

"This is to declare and confirm that in the course of my/our empanelment with Aditya Birla Sun Life AMC Ltd as the 'Distributor' for distribution of Portfolio Management Services during the period / financial year ended March 31, \_\_\_\_\_, I/we are adhering to the requisite changes in the regulatory framework and Code of Conduct per SEBI Master Circular SEBI/HO/IMD/IMD-POD-1/P/CIR/2024/80 dated June 07, 2024.

I hereby affirm that I/we shall and continue to:

- a. Adhere to SEBI (Portfolio Managers) Regulations, 2020 and circulars issued from time to time related to distributors, distribution, advertising practices of Portfolio Management Services, etc.
- b. Maintain high standards of integrity, promptitude and fairness in the conduct of all their business.
- c. Act with due skill, care and diligence in the conduct of all my/our business.
- d. Consider investor's interest, risk profiling and suitability to their financial needs while marketing Portfolio Management Services.
- e. Take necessary steps to ensure that the clients' interest is protected.
- f. Ensure that commission or incentive shall never form the basis for recommending Portfolio Management Services.
- g. Be fully conversant with the Disclosure Document, Investment Approaches, fees and charges and the terms of agreement to be entered between the client and the Portfolio Manager.
- h. Disclose to the clients all material information including the details of distribution commissions for various Investment Approaches.
- i. Assist clients in completing KYC and In-Person Verification related procedures
- j. Provide full and latest information about investment approaches and also highlight the assumptions made in performance calculations, risk assessments, performance projections etc., if any, for such investment approaches.
- k. Inform the clients about the risks and level of control over the administration of Portfolio associated with the type of Portfolio Management Services offered (i.e. Discretionary, Non-discretionary or Advisory).
- l. Abstain from assuring returns in any type of Investment Approach and from any kind of misrepresentation.
- m. Abstain from attracting clients through unethical means such as offer of rebate/gifts etc.
- n. Maintain necessary infrastructure to provide support to clients in timely receipt of disclosure document, statement of portfolio and performance, statement of fees, audit report, etc.
- o. Maintain confidentiality of clients' details, deals and transactions, which they come to know in their business relationship.
- p. Abstain from making negative statements about other Portfolio Managers or Investment Approaches. Make comparisons, if any, only with the similar and comparable products along with complete facts.
- q. Not indulge in any manipulative, fraudulent or deceptive practices or spread rumours with a view to make personal gain.
- r. I/all the sales personnel hold valid NISM V-A Certification as specified by SEBI and requisite registration with the Association of Portfolio Managers in India, at all times.

\_\_\_\_\_  
(Signature of Distributor / Authorised Signatory)

Date:

Place:

On the letter head

For Distributor\_\_\_\_\_

For ABSLAMC\_\_\_\_\_

Schedule IV

Date:\_\_\_\_\_

To,  
Aditya Birla Sun Life AMC Limited,  
One World Centre, Tower-1,  
17th floor, Jupiter Mills,  
Senapati Bapat Marg,  
Elphinstone Road, Mumbai - 400 013

Declaration for not having GST Registration

This is to declare that I/We are not liable to pay Goods & Services Tax (GST) in respect of distribution services being provided by me/us as on date since I/We are of the opinion that having regard to value and nature of services and in accordance with provisions of various enactments, rules and notifications governing GST Law in India, there is no requirement for us to pay GST or register for GST. Thus, as on date, we have not obtained GST registration.

I/We also confirm that in case we obtain registration in future, we will intimate you in this regard in writing, giving GST registration details in prescribed format. We understand that, once we are registered with GST, we will need to furnish tax invoice to Aditya Birla Sun Life AMC Limited for the value of taxable distribution services provided to Aditya Birla Sun Life AMC Limited and Aditya Birla Sun Life AMC Limited will be able to release consideration for such services only on receipt of such invoice.

\_\_\_\_\_  
(Signature of Distributor / Authorized Signatory)

Date:

Place:

For Distributor\_\_\_\_\_

For ABSLAMC\_\_\_\_\_