

**ARN: sam051, ARN NAME: Dhaval Waghela**

## **TERMS AND CONDITIONS**

These Terms and Conditions of Empanelment as a Distributor of SAMCO Mutual Fund are a binding contract between yourself and SAMCO Asset Management Private Limited ('SAMPL') (as asset manager of SAMCO Mutual Fund ('SMF')) for your appointment as a distributor of SAMCO Mutual Fund. Please read these Terms and Conditions carefully. By signing these Terms and Conditions you acknowledge that you have read, understood and agree to be legally bound by them

The AMC and the Distributor may, if they so desire, enter into a separate operational and service level agreement in connection with the distribution of the Schemes of SAMCO Mutual Fund (The Mutual Fund). The appointment as distributor will be at the sole discretion of the AMC and will be subject to written confirmation by the AMC.

## **OBLIGATIONS OF THE DISTRIBUTOR**

1. The Distributor shall be registered with AMFI/NISM with a valid AMFI Registration Number (ARN) and shall satisfy all the requirements, including **AMFI/NISM certification**, prescribed by AMFI. All the employees of Distributor engaged in marketing and selling of Units of mutual funds shall possess a valid photo identity card with the ARN of the distributor they represent. The Distributor shall also comply with the relevant provisions of the Guidelines/Code of Conduct issued by AMFI from time to time.
2. The Distributor hereby agrees to comply with the provisions of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 ("SEBI Regulations") as amended from time to time with specific focus on regulations/guidelines on advertisements/sales literature and comply with and adhere to the **Code of Conduct** and best practices prescribed for the intermediaries of Mutual Fund by Association of Mutual Funds in India (AMFI) The distributor shall also comply with circulars and adhere to guidelines issued by the AMFI and SEBI from time to time including but not

limited to regulations/guidelines on advertisements/ sales literature, adhere to code of conduct and best practices prescribed for intermediaries of Mutual Fund by Association of Mutual Funds in India ("AMFI")/SEBI.

3. Pursuant to SEBI circular dated September 13, 2012, Mutual Funds have created a unique identity number of the employee/relationship manager/sales person of the distributor interacting with the investor for the sale of mutual fund products, in addition to the AMFI Registration Number (ARN) of the distributor. This **Employee Unique Identification Number (EUIIN)**. Quoting of EUIIN is mandatory in case of advisory and Execution only transactions (though the advice relating to the scheme or asset class is only incidental). However, in case of any exceptional cases where there is no interaction by the employee/sales person/relationship manager of the distributor/sub broker with respect to the transaction, EUIIN field in the application form can be kept blank and the investor should check the box and sign. EUIIN is applicable for transactions such as Purchases, Switches, registration of SIP/STP/Trigger STP/Dividend Transfer/Sweep Plan.
4. 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 (KYD)** requirements.
5. The Distributor must carefully read and understand the Scheme Information Document ('SID') of the scheme(s) of SMF 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 SMF or any scheme of SMF except those contained in relevant SID, SAI, the Key Information Memorandum ('KIM') and / or the marketing material issued by SAMPL.
6. 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 SMF.
7. The Distributor is not permitted to accept / receive cash towards investment in units of any scheme of SMF or otherwise on behalf of SAMPL.
8. The Distributor shall help SMF in complying with the relevant extant statutory and other applicable regulatory requirements relating to anti money laundering and know your client.
9. 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 SMF from such investor.

10. SAMPL 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.
11. The AMC will not be responsible for payment of any compensation or brokerage to sub-distributors and any payment to such sub-distributors shall be the sole responsibility and liability of the Distributor.

## **FEES AND CHARGES PAYABLE TO THE DISTRIBUTOR**

1. The Distributor shall be eligible for a fee, on the amount of subscriptions sourced by him towards investment in any scheme of SMF, at the rates prescribed by SAMPL from time to time. The rate(s) of fee are subject to revision, from time to time, at the sole discretion of SAMPL and the Distributor shall be bound by such revisions. The fee payable by SAMPL shall be inclusive of all taxes, service tax, costs, charges and expenses incurred by the Distributor in connection with his rendering of the services herein.
2. In case of non-compliance of any of the terms and conditions mentioned herein and non-compliance of SEBI/AMFI guidelines as may be specified from time to time, the AMC reserves the right to suspend further business and payment of commission, etc., until the compliance with the same.
3. B30 Commission paid to Distributor (if any) will be recovered/clawed back in full from the Distributor, if the investments are redeemed or switched to any other schemes or the investments are switched from regular plan to direct plans before a period of 1 year from the date of allotment of units. B30 Commission will be applicable for investment from SEBI Specified investor type.
4. The nominee of individual distributor will receive trail commission on business done before the demise of the distributor holding valid ARN card, provided the distributor has complied with the terms & conditions of empanelment. The nominee will not be entitled for any commission on SIP investment 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.

5. The Distributor shall be eligible to receive commission on amount mobilized by him / her under each scheme and undertake not to rebate commission back to investor or attract investor through temptation of rebates / gifts, pass back commission etc. The amount of commission and/or incentives may vary from time to time and from scheme to scheme. (Net of statutory levies, if any).
6. The Commission rates given include all applicable statutory levies and taxes including Goods & Services Tax (GST). AMC reserves the right to change the structure without any prior intimation.

## **LIABILITIES AND INDEMNITIES**

The Distributor shall indemnify and hold harmless the SAMCO Mutual Fund, the Trustee, the AMC and its affiliates, its sponsors, successors in interest and permitted assigns against all claims, losses, costs, damages which they might incur/suffer as a result of:

1. Any unauthorized, misleading, false or inaccurate information, documentation, literature or representation relating to the SAMCO Mutual Fund or its schemes or the AMC/Trustee/Sponsor, which is made, issued or given by the Distributor (unless the information, documentation and/or literature etc. has been provided or otherwise approved by the AMC).
2. The negligence, fraud or willful misconduct of the Distributor, or its employees, agents, representatives, affiliates.
3. Breach of any of the terms, conditions, declarations, representations, undertakings and warranties or other provisions hereof, on the part of the Distributor or its employees, agents and representatives.
4. Any act or omission not being in accordance with the SEBI (Mutual Funds) Regulations or any rule, regulation, circular or notice issued by the Regulatory Authorities or AMFI.
5. Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.

## **TERM AND TERMINATION**

The appointment of a Distributor shall be liable to be terminated by the AMC forthwith:

1. If he/she is found to be a minor or adjudicated as an insolvent or found to be of unsound mind by a court of competent jurisdiction.
2. If in course of any judicial proceeding it is found that he/she/it has knowingly participated in or connived of any fraud, dishonesty or misrepresentation against the AMC/Trustee/Sponsor or any Unit holder of SAMCO Mutual Fund.
3. if the SAMPL is satisfied that any statement made in the Form was false or misleading or calculated to mislead;
4. if he/she/it acts in any other manner prejudicial to the interest of the AMC; and if he/she/it does not comply with all applicable legislation, statutes, ordinances, regulations administrative rulings or requirement of law.
5. Non-compliance of any of the clauses of the Terms and Conditions specified herein and the changes made to the Terms and Conditions from time to time.
6. In addition, this appointment may be terminated at any time by either party by giving not less than 10 Business Days' prior written notice to the other party, provided that either of the parties hereto shall also have the right to terminate the appointment forthwith if required by any law. Further the agency stands automatically terminated without any notice from the AMC/Mutual Fund if the Distributor is disqualified from acting in the capacity complemented herein or the requisite Regulatory/Government approval is withdrawn.
7. In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.

**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: Indore

Authorised Signatory

fahim shaikh

