



SUNDARAM MUTUAL
— Sundaram Finance Group —



Distributor Empanelment Form

For Non - Individual



1800 103 2440



www.sundarammutual.com



distributorservices@sundarammutual.com

Distributor Empanelment Form

For Non - Individual

Please fill all the pages of the form
and Signature Mandatory
(on page 5) post reviewing and accepting
the Terms and Conditions



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Distributor Details *(Please fill in Block Letters)*

*Name			
*Address For Communication			
City	State	Pin	
E-mail			
*Contact Details (O)	STD	*PAN No. (Mandatory-Please attach copy)	
Mobile		Fax	STD
*Status	<input type="checkbox"/> Company Bank <input type="checkbox"/> Partnership Firm <input type="checkbox"/> Others: <i>(Please specify)</i>		
*Date of Incorporation	DD MM YYYY	Contact Person's Name(s) (Mr./Ms.)	
Designation			

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

Business Model: ☐ Execution ☐ Advisory

AMFI Registration No.	ARN	Valid up to	DD MM YYYY
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*Bank Account Details *(Brokerage cheques will contain the account details to avoid fraudulent encashment)*

Bank Name	Branch	
City	Address	
Account Type	<input checked="" type="checkbox"/> Current	Bank Account No.
Mode of Payment	<input type="checkbox"/> Direct Credit# <i>(MICR code):</i> <input type="checkbox"/> RTGS/NEFT# <i>(Please Provide RTGS/IFSC code):</i> #<i>(Please attach a copy of cheque)</i>	

*Business Details *(This section is mandatory)*

1)	Experience in Financial Services Sector	<input type="checkbox"/> Yes <input type="checkbox"/> No
2)	Have you faced any regulatory action, fines/penalties, legal suits, suspension etc. from any of the regulatory or other authorities in your business? <i>If "Yes", kindly provide the details below (you may attach additional sheet if required).</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
3)	Multiple Point Presence (more than 20 locations)	<input type="checkbox"/> Yes <input type="checkbox"/> No

Mandatory to tick the relevant declaration given below:

We hereby declare that :

- ☐ The information provided by the distributor in the distributor empanelment form, and the declaration made therein read with these terms and conditions shall be the basis of the contract between Sundaram Asset Management Company Ltd and the distributor and the distributor agrees to be legally bound by the same. The appointment as the distributor will be at the sole discretion of the AMC and will be subject to confirmation by AMC. The agency of the distributor will commence on the date stated in the confirmation letter issued by AMC.
- ☐ 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
- ☐ We confirm that none of the employees of AMC or Mutual Fund or Sponsor or Associate is a relative

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For office use only	Date	DD MM YYYY	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"/>	Private / Foreign Bank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
Company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Partnership Firm	<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"/>	

Recommended by (Branch Head)

Name	
Signature	

Accepted and Confirmed by (Client Experience Officer)

Name	
Signature	

Checklist for Documents to be Submitted					
Documents	Partnership Firm	Company	Documents	Partnership Firm	Company
Copy of the AMFI Certificate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Principal Officer Details, Authorised Signatory List	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of the ARN Card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Partnership Deed & Resolution	<input checked="" type="checkbox"/>	NA
PAN Card copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Board Resolution	NA	<input checked="" type="checkbox"/>
Memorandum & Articles of Association	NA	<input checked="" type="checkbox"/>	Certificate of Incorporation	NA	<input checked="" type="checkbox"/>

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 Sundaram 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. 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 / 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 Sundaram Mutual Fund/ Investment Manager.
 6. The Distributor shall be responsible for proper affixation of the ARN Code. 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 Sundaram 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 Sundaram 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 Sundaram 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/Sundaram 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 Sundaram Mutual Fund's account/submission of unit application form to Sundaram 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, Sundaram 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 /Sundaram 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 /Sundaram Mutual Fund in its possession, for the brokerage/commission payable to the Distributor for distributing Units of Sundaram 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 /Sundaram 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 Sundaram Mutual Fund.
12. The Distributor declares and covenants with the Investment Manager to defend, indemnify and hold Sundaram 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 Sundaram 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 / Sundaram 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 thereof. 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 / Sundaram Mutual Fund and / or belonging to the Investment Manager / Sundaram 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. Sundaram 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) available in the banking system, subject to relevant information being provided by the distributor. In case of bank not crediting the account with/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, Sundaram Mutual Fund/ Investment Manager /Trustee Company will not be held responsible for the credit going to the wrong account. Further, Sundaram 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. This contract shall be effective from the date on which this Agreement shall be executed / franked by the Investment Manager.
18. In respect of all disputes arising under this empanelment, the courts in Chennai alone shall have jurisdiction.
19. 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/Sundaram 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.
20. The Distributor certifies that "In the course of my / our business in the distribution of Sundaram 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".
21. 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.
22. 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 Sundaram Mutual Fund is recommended to the Investor(s).

I/We have understood the above contents and terms for empanelment as Distributor of Sundaram Mutual Fund and agree to abide by the terms, conditions, rules & regulations governing the registration as Distributor at all times.

Place	Date
*Signature	

1. Consider investor's interest as paramount and take necessary steps to ensure that the investor's interest is protected in all circumstances.
2. Adhere to SEBI Mutual Fund Regulations and guidelines issued from time to time related to distributors, selling, distribution and advertising practices. Be fully conversant with the key provisions of the Scheme Information Document (SID), Statement of Additional Information (SAI) and Key Information Memorandum (KIM) as well as the operational requirements of various schemes.
3. Comply with SEBI guidelines / requirements issued from time to time in preparation of sales, promotional or any other literature about any schemes. Performance disclosures should also comply with the requirements specified by SEBI. Provide full and latest information of schemes to investors in the form of SAI, SID, addenda, performance reports, fact sheets, portfolio disclosures and brochures; and recommend schemes appropriate for the investor's risk profile and needs.
4. Highlight risk factors of each scheme, desist from misrepresentation and exaggeration and urge investors to go through SAI / SID/ KIM before deciding to make investments.
5. Disclose to the investors all material information including all the commissions (in the form of trail or any other mode) received for the different competing schemes of various Mutual Funds from amongst which the scheme is being recommended to the investors.
6. Abstain from indicating or assuring returns in any type of scheme, unless the SID is explicit in this regard.
7. Maintain necessary infrastructure to support the AMCs in maintaining high service standards to investors, and ensure that critical operations such as forwarding forms and cheques to AMCs/registrars and despatch of statement of account and redemption cheques to investors are done within the time frame prescribed in the SID/SAI and SEBI Mutual Fund Regulations.
8. Do not collude with investors in faulty business practices such as bouncing of cheques, wrong claiming of dividend/redemption cheques, splitting of applications in the schemes to circumvent regulations for any benefit, etc.
9. Do not undertake commission driven malpractices such as:
 - a) recommending inappropriate products solely because the intermediary is getting higher commissions therefrom.
 - b) encouraging over transacting and churning of Mutual Fund investments to earn higher commissions.
 - c) Splitting of applications to earn higher transaction charges/ commissions.
10. Abstain from making negative statements about any AMC or scheme and ensure that comparisons, if any, are made with similar and comparable products along with complete facts.
11. Intermediaries shall keep themselves abreast with the developments relating to the Mutual Fund Industry as also changes in the scheme information and information on mutual fund / AMC like changes in fundamental attributes, changes in controlling interest, loads, liquidity provisions, and other material aspects and deal with the investors appropriately having regard to the up to date information.
12. Maintain confidentiality of all investor details, deals and transactions.
13. Intermediaries shall keep investor's interest and suitability to their financial needs as paramount and that extra commission or incentive should never form the basis for recommending a scheme to the investor.
14. Intermediaries shall not rebate commission back to investors and abstain from attracting investors through temptation of rebate/gifts etc.
15. To protect the investors from potential fraudulent activities, intermediary should take reasonable steps to ensure that the investor's address and contact details filled in the mutual fund application form are investor's own details, and not of any third party. Where the required information is not available in the application form, intermediary should make reasonable efforts to obtain accurate and updated information from the investor. Intermediaries should abstain from filling wrong / incorrect information or information of their own or of their employees, officials or agents as the investor's address and contact details in the application form, even if requested by the investor to do so. Intermediary should abstain from tampering in any way with the application form submitted by the investor, including inserting, deleting or modifying any information in the application form provided by the investor.
16. Intermediaries including the sales personnel of intermediaries engaged in sales/ marketing shall obtain NISM certification and register themselves with AMFI and obtain a Employee Unique Identification Number (EUIN) from AMFI apart from AMFI Registration Number (ARN). The Intermediaries shall ensure that the employees quote the EUIN in the Application Form for investments. The NISM certification and AMFI registration shall be renewed on timely basis. Employees in other functional areas should also be encouraged to obtain the same certification.
17. Intermediaries shall comply with the Know Your Distributor (KYD) norms issued by AMFI.
18. Co-operate with and provide support to AMCs, AMFI, competent regulatory authorities, Due Diligence Agencies (as applicable) in relation to the activities of the intermediary or any regulatory requirement and matters connected thereto.
19. Provide all documents of its investors in terms of the Anti Money Laundering / Combating Financing of Terrorism requirements, including KYC documents / Power of Attorney / investor's agreement(s), etc. with Intermediaries as may be required by AMCs from time to time.
20. Be diligent in attesting / certifying investor documents and performing In Person Verification (IPV) of investor's for the KYC process in accordance with the guidelines prescribed by AMFI / KYC Registration Agency (KRA) from time to time.
21. Commission on assets where KYC status of any of the investor in the folio is non-compliant will be withheld until the KYC status is Registered.
22. Adhere to AMFI guidelines and Code of Conduct issued from time to time related to distributors, selling, distribution and advertising practices.
23. Intimate the AMC and AMFI any changes in the intermediary's status, constitution, address, contact details or any other information provided at the time of obtaining AMFI Registration.
24. Observe high standards of ethics, integrity and fairness in all its dealings with all parties - investors, Mutual Funds/ AMCs, Registrars & Transfer Agents and other intermediaries. Render at all times high standards of service, exercise due diligence, and ensure proper care.
25. Intermediaries satisfying the criteria specified by SEBI for due diligence exercise, shall maintain the requisite documentation in respect of the "Advisory" or "Execution Only" services provided by them to the investors.
26. Intermediaries shall refund to AMCs, either by set off against future commissions or payment, all incentives of any nature, including commissions received, that are subject to claw-back as per SEBI regulations or the terms and conditions issued by respective AMC.
27. In respect of purchases (including switch-in's) into any fund w.e.f. January 1, 2013, in the event of any switches from Regular Plan (Broker Plan) to Direct Plan, all upfront commissions paid to distributors shall be liable to complete and / or proportionate claw back.
28. Do not indulge in fraudulent or unfair trade practices of any kind while selling units of Schemes of any mutual fund. Selling of units of schemes of any mutual fund by any intermediary directly or indirectly by making false or misleading statement, concealing or omitting material facts of the scheme, concealing the associated risk factors of the schemes or not taking reasonable care to ensure suitability of the scheme to the investor will be construed as fraudulent / unfair trade practice.