

EMPANELMENT ENROLLMENT FORM

COLOR PHOTO
For Individual &
Sole Proprietorship
Only

Brokerage Category

Partner Code:

Reference Id:

KEY CONTACT DETAILS

Name (Mr./Ms./M/s.): _____

Address: _____

City: _____ Pin Code: _____ Mobile No: _____

Email: _____ Marriage Anniversary: _____

TAX STATUS

INDIVIDUALS

Individuals Sole Proprietorship

NON-INDIVIDUALS

HUF Private Limited Company Society Bank
 Partnership Firm Public Limited Company Trust

ADDITIONAL INFORMATION

INDIVIDUALS

Date of Birth : _____

Education Qualification: _____

PANNO : _____

NON-INDIVIDUALS

Incorporation Date: _____

Contact Person Name: _____

PANNO : _____

NOMINATION DETAILS FOR BROKERAGE/COMMISSION (For Individual and Sole Proprietorship)

Name: _____

Address: _____

Relationship with Distributor: _____

If Nominee is a minor: _____

Date of Birth of Nominee: _____

Name of Legal Guardian: _____

Address of Legal Guardian: _____

Signature of Legal Guardian: _____

DETAILS OF YOUR BANK ACCOUNT

Account No: _____ Bank Name: _____

Branch: _____ City : _____

IFSC Code: _____ MICR Code : _____

Type : Saving Current Other

Partner Signature : _____

Authorized Signature : _____

EMPANELMENT ENROLLMENT FORM

EXPERIENCE IN SELLING

NSC Fixed Deposit Insurance Mutual Funds Bonds PPF Other

FUNDS MOBILISED

Mutual Funds : _____ Other Instruments: _____

ARN DETAILS

Registration No : ARN _____ Issue Date: _____ Valid upto: _____

COMMON DOCUMENT

Copy of AMFI Passing Certificate Copy of ARN Card Copy of KYD Copy of Pan Card Copy of Address Proof

NEFT DOCUMENT

CANCELLED / PHOTOCOPY OF CHEQUE OF NEFT details Passbook copy or Bank Statement

DECLARATION

I/We hereby declare that the information furnished is true and correct to the best of my/our knowledge and belief. I/We undertake to abide by the terms and conditions stated overleaf and the changes in Terms & Conditions from time to time relating to the empanelment of distributor. I/We am/are not an Employee or a relative of a Director/Employee of the AMC/Sponsor/or any of its associates.

Partner Signature : ~~X~~ _____ Authorized Signature : _____

:: Office Use Only ::

Name of Business Associate: _____ File No: _____

Business Associate Code: _____

Branch : _____ RM : _____

CRO Signature :

RM Signature :

Branch Head Signature :

CHANNEL PARTNER EMPANELMENT AGREEMENT

This channel partner empanelment agreement ("**Agreement**") is made at Pune on this _____ day of _____ by and between Hetal Finserv Pvt Ltd., a company, registered under the companies Act, and having its registered office at Flat No.13,C2, Gardenia Phase1, Wadgaon Sheri,Pune; and includes its successors, executors, administrators, officers and permitted assigns (hereinafter referred to as "HFPL"), of the FIRST PART;

AND

_____ Resident of/ Registered Office at/ Office at and _____ includes its successors, executors, administrators, officers and permitted assigns (hereinafter referred to as "Channel partner"), of the SECOND PART.

HFPL and Channel partner shall hereinafter jointly be referred to as the "**Parties**" and individually as "**Party**".

This Agreement shall supersede and replace all prior terms and conditions, agreements, and understandings, oral or written, by and between the parties with respect to the subject matter covered by this agreement.

WHEREAS:

HFPL is engaged in the business of stock broking and distribution of various financial and non-financial Products including but not limited to mutual funds, PMS, AIF, unlisted equity shares, fixed deposits, bonds, NPS, properties, loans etc.; and offers a holistic platform to support the Channel partners in the distribution of various investment products; and appoints and authorises eligible Channel partners to distribute various investment products to their clients/customers and whereas, the Channel partner has agreed to distribute various financial products provided by HFPL and HFPL has agreed to allow the Channel partner to distribute various financial products as defined in the Agreement hereunder recorded.

NOW THEREFORE, in consideration of the mutual covenants, undertakings and conditions set forth below, and for other valid consideration the acceptability and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

NOW THIS AGREEMENT WITNESSETH AS UNDER:

1. DEFINITIONS

- 1.1 "HFPL" shall mean Hetal Finserv Pvt Ltd.
- 1.2 "Channel Partner" shall mean any individual/ entity (including its authorized representatives, employees, partners, agents, associates) who has agreed to avail the Service(s) offered by HFPL in connection with the distribution of the Products and is eligible to be duly appointed by HFPL as a Channel partner of HFPL for such Service(s).
- 1.3 AMFI shall mean the Association of Mutual Funds in India, a non-profit organization incorporated on August 22, 1995 and it is an association of SEBI registered mutual funds in India of all the registered Asset Management Companies
- 1.4 "Client(s)" or "Customer" shall mean and include individuals/entities making transactions or showing interest in making transactions through the Channel partner in various Products and Services offered by HFPL.
- 1.5 "Client Desk" shall mean the areas in the Portal to which the Client gets access by virtue of a unique log-in id and password.
- 1.6 "Partner Desk" shall mean the areas in the Portal to which the Channel partner gets access by virtue of a unique log-in id and password.
- 1.7 "Portal" shall mean all the websites /links /pages offered by HFPL through which access is provided to web pages, online desks, user accounts, utilities, forms, surveys, reports, financial tools, articles, documents, media contents, news, Product(s), Service(s), market information, third party links, etc. in any mode, format or manner, and through any technology or platform, including mobile platforms /operating systems and mobile applications. Portal includes all online user desks, mobile applications and mobile desks, including versions thereof but not limited to, Partner Desk, Client Desk.
- 1.8 "Product(s)" shall mean any financial or non-financial products available with HFPL from time to time and offered specifically to the Channel partners for distributing such products to their Clients in any mode or format.
- 1.9 "SRO" shall mean a self-regulatory organization recognized by Securities and Exchange Board of India for the distribution of units of mutual funds.
- 1.10 "Service(s)" shall mean support and related services to promote the business of the Channel partners as specifically offered by HFPL from time to time.
- 1.11 Transaction(s)" shall mean all financial and non-financial transactions made by Clients, including but not limited to, any purchase, redemption, sale, switch or transfer, in any of the Products and Services in any manner or mode, either directly or indirectly at any point of time.

2. ELIGIBILITY AND APPOINTMENT

- 2.1 Any person seeking empanelment as a Channel partner and intending to distribute mutual funds or any other Products shall be qualified and eligible, as per the applicable laws, regulations and rules, to carry out the business of distribution of such Products and receipt of Services offered by HFPL. Further, Channel partner/Authorised representative of the Channel partner shall possess all valid certifications as required by applicable laws and guidelines issued by any industry regulator, SRO or any other authority from time to time.
- 2.2 In case of non-individual applicants, Channel partner shall designate one individual ("**Authorised Representative**") who will be authorised to act and undertake all the decisions on behalf of the Channel partner. Any change in the authorised representative should be duly intimated to HFPL. All the actions of such Authorised Representative

shall have binding effect on the Channel partner itself.

- 2.3 Any person intending to distribute units of mutual funds registered in India shall be a "Mutual Fund (MF) Distributor" as defined under existing laws as amended from time to time.
- 2.4 Upon execution of Agreement, HFPL shall provide a confirmation letter ("**Appointment Letter**") mentioning the Channel partner's code and other Terms and Conditions on registered email id of the Channel partner.
- 2.5 HFPL grants the Channel partner a non-transferable, revocable and non-exclusive license to avail the Services including using the Portal and other online facilities for bonafide purpose of this Agreement only.
- 2.6 In case of individual Channel partner, he should avail nomination facility and nominate any person to whom in case of death the amount payable in respect of the commission pertaining to the units canvassed by the Channel partner shall vest and to whom such amount shall then be payable subject to compliance with any rules, regulations, guidelines etc. laid down by AMFI or SEBI or any other competent authority.

3. CHANNEL PARTNER INFORMATION

- 3.1 The Channel partner authorises HFPL to use the personal information including contact details, address, email id, mobile no. etc. ("**Personal Information**") of the Channel partner available in the records of KRA and AMFI for updating records of HFPL for empanelment of the Channel partner.
- 3.2 The Channel partner authorizes HFPL to use bank account ("**Bank Account**") details submitted by the Channel partner online for credit of brokerage and other benefits due to Channel partner pursuant to the business procured in accordance to this agreement.
- 3.3 The Channel partner warrants that all information and all other documents submitted to HFPL by him are true and correct. The Channel partner warrants that HFPL is not required to verify the Channel partner Information (including Bank Account details) captured/ submitted by the Channel partner along with documentary evidence. The Channel partner acknowledges that the responsibility for the accuracy and veracity of Personal Information solely rests with the Channel partner and HFPL will not be responsible or liable for any loss, claims, liability that may arise on account of any incorrect and/or erroneous data/information of the Channel partner.
- 3.4 The terms of the Privacy Policy, as amended from time to time, are incorporated with reference to this Agreement and the same can be accessed on various portals of HFPL.
- 3.5 Channel partner agrees that if it notices any error in its information, the Channel partner shall advise HFPL of the same as soon as possible. While HFPL will take all reasonable steps to ensure the accuracy of the statement, HFPL is not liable for any error.

4. RIGHTS AND OBLIGATIONS OF CHANNEL PARTNER

- 4.1 The Channel partner has a right to use and/or access the Portal as provided by HFPL and updated/ revised from time to time as per this Agreement.
- 4.2 Channel partner has a right to create Group (Family accounts) of various client. However, HFPL shall not be responsible for any issues or dispute arising out of such grouping by the Channel partner.
- 4.3 The Channel partner and his Clients shall be solely responsible for the protection and privacy of the user id and password of the partner Desk, Client Desk, the Portal and any such online facilities offered by HFPL. HFPL cannot be held liable for any actions,

Partner Signature: ✕ _____

Authorised Signature : _____

CHANNEL PARTNER EMPANELMENT AGREEMENT

claims, damages, losses, suits, proceedings, demands or expenses, costs, charges in respect thereof or otherwise on account of the unauthorized use of Partners Desk or other such online facilities by person(s) other than those authorized/ nominated by the Channel partner. such online facilities by person(s) other than those authorized/ nominated by the Channel partner.

- 4.4 The Channel partner shall maintain all the information of their Clients as required under Know Your Customer (KYC) and other applicable laws. The Channel partner shall be solely responsible for adhering to the implementation of KYC (Know Your Customer) and AML (Anti Money Laundering) norms, processes, compliances under the PMLA (Prevention of Money Laundering Act, 2002) regulations & guidelines given by the regulatory authorities, AMCs, SRO and HFPL from time to time. HFPL shall not be held liable of any non-compliance thereof.
- 4.5 HFPL reserves the right to conduct an audit of the Channel partner's Business and inspect relevant documents in connection with this Empanelment.
- 4.6 Channel partner recognizes and acknowledges the exclusive rights, title and proprietary interest of HFPL to ownership of HFPL's various trademarks, service marks, logos and/or any other intellectual property assets and shall not claim any rights, title or interest in the same or any part of it. Channel partner agrees not to use HFPL's name, trademarks, service marks, logos or any other intellectual property assets in any manner whatsoever on its website or elsewhere, except to such limited extent as may be specifically agreed to and in the manner so authorized by HFPL in writing.
- 4.7 Entry and usage of premises and office infrastructure of HFPL by the Channel partner shall be subject to the rules and guidelines as laid down by HFPL.
- 4.8 The Channel partner shall have no right to inspect and/or have any access to the books, records, documents, systems, infrastructure etc. of HFPL.
- 4.9 Channel partner agrees to not rebate/pass on the commission/brokerage to Clients and shall not attract/induce Clients by temptation of create or by offering gifts, benefits which are extraneous to the Products and policies laid down by HFPL from time to time.
- 4.10 All distributors, personnel, sub-agents and representatives of the Channel partner engaged in sales and marketing of Products should be certified and registered with AMFI and should hold a valid AMFI certificate as required by SEBI. Further, the Channel partner shall on request by HFPL, at any time and from time to time, provide a declaration to the above effect. In addition, HFPL shall have the right to obtain copies of AMFI certificates of all personnel, sub-agent(s) and representative(s) of the Channel partner engaged in sales and marketing of the Products and they shall forthwith be required to furnish the same.
- 4.11 The Channel partner shall comply with instructions and procedures as mutually agreed between the channel partner and the HFPL from time to time and shall also ensure such compliance by his employees, agents, servants and representatives involved in sales and marketing of such Products.
- 4.12 The Channel partner shall offer Clients with quality services, timely information, and shall have a proper Client grievance handling process in place. The Channel partner shall also adhere to all applicable laws with respect to any Product related advice, distribution, Client risk profiling & objective(s) assessment, Product evaluation, Product suitability study, Client registration, disclosures to Client, servicing or such other related activities and also
- 4.13 The Channel partner acknowledges that HFPL reserves the right to communicate with the Clients to provide information on Products, Services, Transactions, promotions, subscriptions, markets, etc. and also gather feedback and interests on any Transactions done, or Products /Services offered or, in any mode, format or manner, at its sole discretion, without any prior notice to the Channel partner.
- 4.14 The Channel partner confirms and undertakes to comply with all applicable laws. The Channel partner shall in particular comply with the regulations and guidelines issued by the Securities and Exchange Board of India, stock exchange(s), depository(ies) and other regulatory authority(ies), from time to time, pertaining to Mutual Funds, equity Shares, Bonds, PMS, AIF, NPS, including but not limited to regulations / guidelines on advertisements / sales literature, code of conduct and self-certification and shall not indulge in any kind of malpractice or unethical practice while marketing and distributing products. The Channel partner shall also comply with AMFI code of conduct for distributors and guidelines as prescribed and as in force from time to time.

5. RIGHTS AND OBLIGATIONS OF HFPL

- 5.1 HFPL reserves rights to reject the application for empanelment as a Channel partner with HFPL at its sole discretion without giving any reason/ notice for the same.
- 5.2 HFPL reserves the right and discretion to change, amend or modify the terms and conditions under this Agreement or any of the products offered by HFPL without prior notice.
- 5.3 HFPL reserves the sole ownership and rights over the Portals and the usage of such Portals are subject to Terms and Conditions as laid down on the respective Portals.
- 5.4 HFPL reserves the right to allocate, change, shift, and transfer the relationship of the Channel partner to any of its employee(s) to service the Channel partner for the

development of his business on a day-to-day basis.

6. COMMISSION / BROKERAGE

- 6.1 The commission and the periodicity of its payments will be decided by HFPL at its discretion. Further, HFPL has the right to revise the same from time to time as it thinks fit. The Channel partner shall be eligible to receive commission based on the amounts mobilized by such Channel partner under his code subject to such other terms and conditions as may be applicable.
- 6.2 HFPL reserves the right to withhold the commission or any other amount payable to the Channel partner, pending submission of the declarations/documents/forms or any other information as required by the HFPL.
- 6.3 HFPL may change the commission structure at any time in future on some or all past, existing and/or future Transactions and such changes may be applied retrospectively.
- 6.4 The Channel partner shall not have any right or claim against the HFPL, for any loss incurred by it due to any revision made by HFPL in commission or any change of terms and conditions of this agreement.
- 6.5 In case the Channel partner receives any commission or any other amount which is not due or payable to the Channel partner, HFPL shall be entitled to recover the same or adjust all such amounts as are paid wrongly or by mistake.
- 6.6 HFPL reserves the right to set-off and/or deduct any due amounts by Channel partner from the accrued commissions or brokerages etc., amounts payable to the Channel partner at the discretion of HFPL.
- 6.7 The commission / brokerage payable by HFPL will be as per the structure as may be notified by HFPL from time to time and will be inclusive of all taxes, cesses, charges and levies.
- 6.8 The Channel partner shall be responsible for complying with the requirements of Goods and Services Tax laws ("GST Laws") such as, including but not limited to, issuing invoice as per GST Laws requirement, uploading the details of the same on GSTN portal, filing of GST returns etc. HFPL reserves the right to clawback or withhold any future commission/ brokerage payments for non/incorrect submission of GSTN details to HFPL or for any liability, tax, interest, penalty, charges etc. arising on account of non-compliance of GST Laws.
- 6.9 Channel partner shall be responsible for and pay all taxes, levies, duties, assessments and deductions of every nature required by law in connection with the provision of the Services including inter-alia, statutory dues payable under various laws, statues to any government authorities, semi-government authorities and other statutory bodies in connection with and/or arising in pursuance to this Agreement.
- 6.10 The commission shall only be paid subject to the Channel partner's fulfillment of the necessary statutory, regulatory and/or legal obligations or guidelines as laid down by such bodies and any norms specifically formulated by HFPL and as revised, from time to time.
- 6.11 Upon the expiry/termination of the Channel partner's Empanelment, the Channel partner shall be entitled to no other amounts or commission from HFPL as per this Agreement.

7. CHANNEL PARTNER COVENANTS

- 7.1 It is competent to enter into a legally binding contract and the acceptance of this Agreement under applicable laws and that it is not incompetent to contract within the meaning of the Indian Contract Act, 1872 as amended from time to time.
- 7.2 Acceptance of this agreement constitutes a legal, valid and binding obligation enforceable in accordance with its terms.
- 7.3 All necessary consents and approvals contemplated herein have been or shall be obtained from the governmental, regulatory or statutory authorities for the performance of its obligations under this Agreement.
- 7.4 It shall abide by the AMFI guidelines, Prevention of Money Laundering Act, 2002, SEBI Act, 1992 and all other applicable guidelines, laws, rules and regulations and notifications.
- 7.5 Its entry into, exercise of its rights and / or performance of or compliance with this Agreement does not and shall not violate any other agreement/terms and conditions.
- 7.6 The Channel partner shall not and is not authorized to accept any money towards investment in any Products in cash from any Clients. Channel partner specifically understands that non-adherence to this condition may lead to violation of AMFI's / SEBI's regulations and anti-money laundering guidelines.
- 7.7 Before any transfer out of any assets under management under HFPL's principal ARN, Channel partner shall obtain require HFPL's no-objection in this regard. It is clarified that the HFPL may in its sole discretion decide against the issuance of such no-objection. Such decision of HFPL will be binding on the Channel partner and he will not dispute the same on any grounds whatsoever.

8. HFPL COVENANTS

- 8.1 HFPL shall maintain appropriate infrastructure to provide the Products and Services through its premises as well as through its Portal.

Partner Signature: X

Authorised Signature : _____

CHANNEL PARTNER EMPANELMENT AGREEMENT

- 12.3 Any Dispute between the Parties under or in connection with this Agreement shall be referred to binding arbitration.
- 12.4 The Parties may choose to settle any controversy or claim arising out of or relating to the breach hereof by arbitration under the Arbitration and Conciliation Act, 1996 ("Arbitration Act") by appointing a sole arbitrator to be jointly appointed by HFPL and the Channel partner, whose decision shall be final and binding on the parties. Arbitration shall be held in Pune.
- 12.5 The language of the arbitration shall be English. The Parties hereto undertake to keep the arbitration proceedings and all information, pleadings, documents, evidence and all matters relating thereto confidential.
- 12.6 Subject to the aforesaid sub-clauses, each party submits to the jurisdiction of the Courts of Pune.

13. MISCELLANEOUS

- 13.1 In this Agreement, wherever the context so requires, reference to the neuter gender includes reference to the feminine and masculine genders and vice versa.
- 13.2 Clause headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation or construction of the provisions contained herein.
- 13.3 It is clarified that the relationship between the Parties is on a principal to principal basis and does not and shall not constitute or deemed to constitute a partnership or joint venture or agency of any kind under the Indian Contract Act or any other law for the time being in force and does not create and shall not be deemed to create any employer-employee or principal-agent relationship between the parties
- 13.4 The Channel partner is not entitled to subcontract or transfer any of its rights and obligations under this Agreement without prior consent of HFPL. HFPL may assign all or part of its obligations as have been set out under this Agreement.
- 13.5 If any provision contained here in above is held unenforceable, such provision will be modified to reflect the Parties' intention. All remaining provisions contained in this Agreement shall remain in full force.

14. DISCLAIMER

- 14.1 Any information, material, product or service offered or purchased through HFPL and/ or its Portal may contain typographical errors or inaccuracies. Any dated information is published as of its date only with due care, and HFPL does not undertake any obligation or responsibility to update or amend any such information. The information, Products and Services on the Portal are provided on an "AS IS, WITH ALL FAULTS", "WHERE IS" and "WHERE AVAILABLE" basis.
- 14.2 HFPL does not warrant the information or Services provided on its Portal, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose other than those warranties which are implied by and incapable of exclusion, restriction or modification under the laws applicable to this Agreement.
- 14.3 The Service herein with respect to the Products is provided without warranty of any kind, either express or implied, including without limitation, any warranty for information, data, services, uninterrupted access, or products provided through or in connection with the service. This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation

or transmission, computer virus, communication line failure, theft or destruction or unauthorized access to, alteration of, or use of record, whether for breach of contract, tort, negligence, or under any other cause of action. Neither HFPL nor any of its employees, agents, successors, assigns, affiliates, group companies or content or service providers shall be liable to Channel partner or other third party for any direct, indirect, incidental, special or consequential damages arising out of use of service or inability to gain access to or use the service or out of any breach of any warranty.

- 14.4 HFPL (including its directors, employees, affiliates, agents, representatives or subcontractors) shall not be liable for any loss or liability resulting, directly or indirectly, from delays or interruptions due to electronic or mechanical equipment failures, telephone interconnect problems, defects, weather, strikes, walkouts, fire, riots, armed conflicts, acts of war, or other like causes. HFPL shall have no responsibility to provide you access to the Portal during such interruption.
- 14.5 HFPL represents that it has taken due care and caution in providing Information on Portal and such information or references may be taken from external reliable sources as deemed appropriate by HFPL. However, HFPL does not make any guarantees or warranties whatsoever, expressed or implied, regarding the accuracy, adequacy, timeliness, completeness, reliability, functionality, fullness of any information, data, analysis, reports, etc., in any mode or manner. HFPL shall not be responsible for any errors or omissions or for the decisions and consequences thereof based on any information, data, analysis, reports, etc., made available by HFPL, in any mode or manner, to Channel partner or any other entity.
- 14.6 Any information, data, market analysis, research reports, etc. made available by HFPL, in any mode, manner or format, shall not be construed as a representation on the legality, feasibility, fitness or validity of any security, Product or service under applicable laws.
- 14.7 HFPL may place on its Portal contents like advertisements, banners, reports, articles, audio /video files, etc., including links to third party websites. However, HFPL does not validate or qualify or endorse such contents and is not responsible for any such content or information, claims, statements and for any decision taken thereof, for any reason whatsoever.

15. FORCE MAJEURE

The Parties shall not be liable for any failure to perform any of its obligations under this Agreement if the performance is prevented, hindered or delayed by a Force Majeure event (defined below) and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. Each party shall promptly inform the other of the existence of a Force Majeure Event and shall consult together to find a mutually acceptable solution. On the occurrence of an event of Force Majeure, the affected Party shall forthwith inform the other Party of the occurrence of such an event constituting Force Majeure. Non- performance by any Party hereto of its obligations, except an obligation to pay fees or monies, may so long as such conditions prevail, provided the affected Party provides the other Party with written notice of the force majeure event within forty eight (48) hours of its occurrence.

"Force Majeure Event" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of Internet and/or any communication system, sabotage, fire, flood, explosion, acts of God, civil commotion, strikes, riots, insurrection, war or acts of government.

**SIGNED AND DELIVERED BY
WITHIN NAMED HFPL**

For and on behalf of
Hetal Finserv Private Limited

Name: _____

Designation: _____

Signature: _____

**SIGNED AND DELIVERED BY
WITHIN NAMED CHANNEL PARTNER**

For and on behalf of _____ by:

Name: _____

Designation: _____

Signature: X _____