



MARKETING ASSOCIATE EMPANELMENT FORM

Registered Office: IIFL House, Sun Infotech Park, Road No. 16V, Plot No. B-2, Thane Industrial Area, Wagle Estate, Thane – 400 604
Tel: +91 22 2580 6650 Fax: +91 22 2580 6654

BRANCH CODE

MARKETING ASSOCIATE CODE

1.

MARKETING ASSOCIATE DETAILS *

Name of the Organisation/ Individual [Please tick] <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> M/s										Photograph
Permanent Account Number*										
Date of Birth D D M M Y Y Y Y										
Address for Correspondence*										
City State										
Country Pin Code										
Telephone No. 1		Country/ Area Code		Fax		Country/ Area Code				
Telephone No. 2		Country/ Area Code		Mobile		Country/ Area Code				
E-mail Address Website										
Tax Status <input type="radio"/> Sole Proprietorship <input type="radio"/> Indian Company (Public/Pvt.) <input type="radio"/> Foreign Company <input type="radio"/> Partnership Firm/Society/Trust										
<input type="radio"/> Resident Individual <input type="radio"/> HUF <input type="radio"/> Others										
SMS alert from IIFL: <input type="radio"/> Yes <input type="radio"/> No										

2.

BANK ACCOUNT DETAILS

Beneficiary Name									
Bank Name									
Branch City									
MICR Code IFSC Code Account Type: <input type="radio"/> Saving <input type="radio"/> Current									
Bank Account No. Mode of Payment <input type="radio"/> NEFT <input type="radio"/> RTGS <input type="radio"/> Direct Credit <input type="radio"/> Cheque									

3.

CERTIFICATION DETAILS

AMFI Registration No.	Passed on	D D M M Y Y Y Y	Valid upto	D D M M Y Y Y Y
IRDA Registration No.	Passed on	D D M M Y Y Y Y	Valid upto	D D M M Y Y Y Y
NCFM Registration No.	Passed on	D D M M Y Y Y Y	Valid upto	D D M M Y Y Y Y
Other (If any) Registration No.	Passed on	D D M M Y Y Y Y	Valid upto	D D M M Y Y Y Y

4.

ADDITIONAL DETAILS

Date of Incorporation	D D M M Y Y Y Y	Permanent Account Number*	
Contact Person		Designation	

5.

BUSINESS DETAILS

Client Profile	<input type="radio"/> Corporate <input type="radio"/> HNI <input type="radio"/> Retail
Experience in Selling (Please tick)	<input type="radio"/> Insurance <input type="radio"/> Fixed Deposits <input type="radio"/> Bonds <input type="radio"/> Small Savings <input type="radio"/> IPOs <input type="radio"/> Equities <input type="radio"/> Mutual Funds <input type="radio"/> NCD <input type="radio"/> Others (Please Specify)
Years of Experience	Funds Mobilized for Mutual Funds Equity Crores Structured Products Crores Debt PMS Crores

6.

INFRASTRUCTURE DETAILS

Operate from Office	<input type="radio"/> Yes <input type="radio"/> No	Office Area Sq. Ft.		City	
Zone		Across Country No. of Branches		No. of Associates	
No. of Employees		Association as a Sub-Broker/Franchisee for Mutual Fund	<input type="radio"/> Yes <input type="radio"/> No		

7.

REFERRAL (ANY MARKETING ASSOCIATE YOU WOULD RECOMMEND)

Broker Name 1	Contact No.	Country/ Area Code	
Broker Name 2	Contact No.	Country/ Area Code	

8.

NOMINEE DETAILS FOR BROKERAGE/BROKERAGE (for Sole Proprietorship only)

Name of Nominee	Date of Birth (if Minor)	D D M M Y Y Y Y
Guardian's Name (in case of Minor)	Relationship	
Address of Nominee/Guardian		
City	State	
Country	Pin Code	

Specimen Signature of Nominee/Guardian

Signature of Marketing Associate

CHECK LIST

- | | | |
|---|--|--|
| <input type="radio"/> Copy of the AMFI Certificate
<input type="radio"/> Copy of ARN Card
<input type="radio"/> Copy of PAN Card
<input type="radio"/> Copy of Address Proof | <input type="radio"/> Cancelled Cheque Leaf
<input type="radio"/> Complete Address
<input type="radio"/> Contact No.
<input type="radio"/> Bank Account Details | Documents for Corporates, in addition to the documents mentioned alongside
<input type="radio"/> Memorandum of Association
<input type="radio"/> Board Resolution
<input type="radio"/> Authorised Signatory list
<input type="radio"/> Partnership Resolution on deeds |
|---|--|--|

We hereby declare that the information furnished to compete and correct in all respect and no material information has been concealed by me. We undertake to inform, in writing of any change in the particulars furnished above. In case if any of the above information is found to be false and untrue, We shall be held liable for it. We undertake to abide by the terms and conditions states and the changes in terms and conditions from time to time relation to the empanelment of Marketing Associate. I/we am/are not an Employee or a Relative of a Director/Employee of the India Infoline Limited.

I hereby declare to act as the Marketing Associate of India Infoline Limited (IIFL). I/We shall preserve the confidentiality of all information relation to transactions executed for IIFL by me or my clients, except under circumstances where declaration of such information is necessitated by an order of any regulatory/government/statutory authority.

TERMS AND CONDITIONS

1. The statements made/information provided by the Marketing Associate in the Marketing Associate Empanelment Form (Form) and the declaration made therein read with these terms and conditions ("Terms and Conditions") shall be the basis of the contract between IIFL and the Marketing Associate agrees to be legally bound by the same.
2. The appointment as the Marketing Associate will be at the sole discretion of IIFL and will be subject to written confirmation by the IIFL. The agency of the Marketing Associate will commence on the date stated in the appointment letter issued by IIFL
3. The Marketing Associate shall abide by these Terms & Conditions and rules in force and the changes in the terms & conditions from time to time.
4. The Marketing Associate 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 and with circulars/guidelines issued by SEBI/AMFI 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.
5. The arrangement between IIFL and the Marketing Associate shall be exclusively on "Principal to Principal" basis. In no event, the relationship between IIFL and the Marketing Associate should be construed as that of the Principal and agent and that of the Employer and the Employee as there is no such intention to create such kind of relationship.
6. The Marketing Associate shall not issue any receipt for cheques and/or demand drafts received alongwith the application form on behalf of IIFL. The Marketing Associate shall at no point of time receive/accept cash from the investor on behalf of IIFL. The Marketing Associate shall not act or represent to the outsiders that it is the employee of IIFL.
7. The Marketing Associate shall not in any way indulge in any activity which tantamount to rebating of brokerage/brokerage to investors or assuring gifts, benefits or rebating of brokerage or any other unethical means to generate or solicit the business.
8. The Marketing Associate shall not use the name or any logo or mark of IIFL or of any associated company of IIFL in any manner whatsoever except as expressly agreed in advance in writing by IIFL and under no circumstance after termination of appointment.
9. IIFL shall furnish to the Marketing Associate through email, the copies of notices, addendums and all other documents. The Marketing Associate undertakes to:
 - (a) properly display such documents in its places of business;
 - (b) provide his email address to IIFL and keep IIFL informed about the changes thereto;
 - (c) provide legible hard copies of such documents to investors/potential investors of IIFL.
10. The Marketing Associate shall be eligible for a brokerage, on the amount of the business generated by him, at the rates prescribed by IIFL from time to time. The rate(s) of brokerage are subject to revision, from time to time, at the sole discretion of IIFL and the Marketing Associate shall be bound by such revisions. The brokerage payable by IIFL shall be inclusive of all taxes, service tax, costs, charges and expenses incurred by the Marketing Associate in connection with his rendering of the services herein. The Marketing Associate shall not have any claim against IIFL.
11. In case the Marketing Associate receives any brokerage which is not due or payable to the Marketing Associate, IIFL shall be entitled to recover or adjust all such wrongly paid amounts from the amounts due to the Marketing Associate.
12. IIFL will directly credit the brokerage payable to the Marketing Associate in his bank account, as per the details provided by him from time to time, or through such means as may be deemed appropriate by IIFL.
13. In case any brokerage is paid to the Marketing Associate, in advance, in respect of proposed business generated and solicited by the Marketing Associate, IIFL shall have a right to recover such amount of advance brokerages, as is paid to the Marketing Associate in respect of any business generated and solicited by the Marketing Associate.
14. In case of termination of the agency as mentioned herein, IIFL is not liable to pay any

brokerage/ trail brokerage(s) on the funds mobilized by the Marketing Associate after the termination of agency.

15. The nominee of individual Marketing Associate will receive trail brokerage on business done before the demise of the Marketing Associate holding ARN card, provided the Marketing Associate has complied with the terms & conditions of empanelment.
16. IIFL shall pay brokerage only as per details specified by the Marketing Associate in the Empanelment Form. In case of unforeseen circumstances, IIFL reserves the right to issue a demand draft or any other mode of payment towards brokerage/brokerage payouts.
17. The Marketing Associate shall not transfer its rights and benefits to any other party without the prior written consent of IIFL.
18. The Marketing Associate agrees that IIFL shall have exclusive ownership of any and all the right, title and interest in all the copy rights, trademarks, service mark rights, patents or processes associated with any work, mark, invention or process etc.
19. The Marketing Associate hereby declares and covenants to defend, indemnify and hold IIFL and its directors, affiliates, promoters, employees, successors in interest and permitted assigns harmless from and against all claims, liabilities, costs, charges, damages or assertions of liability of any kind or nature resulting from a breach of terms, covenants and conditions or other provisions of this terms and conditions, fraud, negligence, misfeasance, malfeasance, defaults, misconduct or fraudulent act by the Marketing Associate or its representatives, employees, directors, agent, representatives and any and all actions, suits, proceedings, resulting from any breach of terms and conditions and fraud, negligence, misfeasance, malfeasance, defaults, misconduct or fraudulent act by the Marketing Associate and all the cost, expenses including attorney's brokerages shall be incurred and borne by the Marketing Associate only.
20. IIFL shall have the right to terminate the appointment of the Marketing Associate, without any cause, at any time by giving 30 (Thirty) days notice to the Marketing Associate. The engagement of Marketing Associate shall stand automatically terminated, without notice from IIFL, upon disqualification or withdrawal of necessary authorisation(s) of the Marketing Associate. Upon any termination, the Marketing Associate shall forthwith return to IIFL all documents, papers and material pertaining to and / or belonging to IIFL. Further, the Marketing Associate shall be responsible for all its acts or deeds prior to the termination. The Termination will not absolve it from all the acts/deeds done by during the currency of this agreement.
21. The Marketing Associate undertakes that the Marketing Associate, its directors, affiliates, promoters, employees and representatives shall at all times maintain strict confidentiality with regard to all matters, documents, information or data already exchanged or to be exchanged in future by IIFL relating to IIFL, any investor, any issues raised by IIFL from time to time and shall not be disclosed, divulged, or allowed or caused to be divulged by any of them without prior written consent of IIFL, to any third party nor used for any purpose other than for the performance of their obligations hereunder and the same shall be effective for the period of 2 years post termination also.
22. IIFL reserves the sole right and discretion to change the status category of the Marketing Associate.
23. The empanelment of the Marketing Associate as a Marketing Associate of IIFL shall be on a non-exclusive basis.
24. The Marketing Associate shall not have any claim against IIFL for any loss, actual or notional, incurred by him on account of any revision in the rate(s) of brokerage by IIFL.
25. In respect of all disputes arising under this engagement, the courts at Mumbai alone shall have jurisdiction, in accordance with the laws of India. The dispute is resolved as per and under the Arbitration and Conciliation Act, 1996 and any amended thereof with the appointment of sole Arbitrator at the choice of IIFL.
26. The Marketing Associate shall be entitled to register a nominee with IIFL, which nominee shall, in case of the demise of the Marketing Associate, be entitled to receive trail brokerages on the business done by the Marketing Associate before his demise, provided the Marketing Associate has complied with these Terms and Conditions. IIFL reserves the right to ascertain the identity of the nominee at any time.
27. The statements and declarations made by the Marketing Associate herein are the basis of his empanelment as a Marketing Associate and is subject to written confirmation from IIFL.

I HEREBY CONFIRM AND DECLARE THAT I HAVE READ AND UNDERSTOOD THESE TERMS AND CONDITIONS OF EMPLANEMENT AS MARKETING ASSOCIATE AND AGREE TO ABIDE BY THE SAME.

Signature

ANNEXURE - SEBI's Code of Conduct

(To be complied with by the Marketing Associate at all times)

1. Take necessary steps to ensure that the client's interest is protected;
2. Adhere to SEBI (Mutual Fund) Regulations, 1996, as amended, and the guidelines related to selling, distribution and advertising practices. Be fully conversant with the key provisions of the SID/SAI as well as the operational requirements of IIFL.
3. Provide full and latest information in respect of business of IIFL to investors in the form of offer documents, performance reports, fact sheets, for the investor's situation and needs.
4. Highlight risk factors of each scheme, avoid misrepresentation and exaggeration, and urge investors to go through SID / SAI / KIM before deciding to make investments.
5. Disclose all material information related to the schemes/plans while canvassing for business.
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 IIFL in maintaining high service standards to investors, and ensure that critical operations such as forwarding forms and cheques to IIFL and dispatch 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. Not colluding with clients in faulty business practices such as bouncing cheques, wrong claiming of dividend/redemption cheques, etc.
9. Not undertake brokerage driven malpractices such as:
 - (a) recommending inappropriate products solely because the intermediary is getting higher brokerages therefrom.

- (b) encouraging over transacting and churning of mutual fund investments to earn higher brokerages, even if they mean higher transaction costs and tax for investors.
10. Not make negative statements about IIFL or any scheme of IIFL and ensure that comparisons, if any, are made with similar and comparable products.
11. Ensure that all investor related statutory communications (such as changes in fundamental attributes, exit/entry load, exit options, and other material aspects) are sent to investors reliably and on time.
12. Maintain confidentiality of all investor deals and transactions.
13. When marketing various schemes, remember that a client's interest and suitability to their financial needs is paramount, and that extra brokerage or incentive earned should never form the basis for recommending a scheme to the client.
14. Not rebate brokerage back to investors and not attract clients through temptation of rebate/gifts etc.
15. A focus on financial planning and advisory services ensures correct selling, and also reduces the trend towards investors asking for passback of brokerage.
16. All your employees engaged in sales and marketing should obtain AMFI certification. Employees in other functional areas should also be encouraged to obtain the same certification.

I/We, having read the above, agree and undertake to abide by aforesaid SEBI's code of conduct.

ARN Name																											
ARN Code																											
Place																			<div style="border: 1px solid black; height: 100px; width: 100%;"></div>								
Date	D	D	M	M	Y	Y	Y	Y																			

Signature

FOR OFFICE USE ONLY

Recommended by Relationship Manager															RM Code				
For Marketing Associate															Signature				
Classification (any one) FD (any one) MF (any one)					<input type="radio"/> National <input type="radio"/> Regional <input type="radio"/> IFA <input type="radio"/> Bank														
RM Name																			
Region Name										Region Head									
Approved By																			
Remarks																			