

TERMS & CONDITIONS

These Terms and Conditions of Empanelment as a Distributor of ICICI Prudential Mutual Fund (IPMF) are a binding contract between yourself and ICICI Prudential Asset Management Company Ltd. ("IPAMC") (as asset management company of IPMF) for your appointment as a distributor of IPMF to distribute units of the schemes of the IPMF. 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 at all times.

OBLIGATIONS OF THE DISTRIBUTOR:

1. Any term referred hereunder will have the same meaning as attributed under the Scheme Information Document of the respective scheme(s) launched by IPAMC on behalf of IPMF.
2. The Distributor and its employees or representatives who will be involved in the distribution of the units of the schemes of IPMF represent and warrant that they are authorised to act as a distributor of mutual fund product(s) and have passed the necessary NISM /Association of Mutual Funds in India ('AMFI') Certification Test (Advisor Module) and obtained a Employee Unique Identification Number (EUIN) from AMFI apart from AMFI Registration Number (ARN). The Distributor shall ensure that the employees quote the EUIN in the Application Form for investments.
3. The Distributor shall ensure that its employees or representatives have and at all times shall continue to hold all valid and subsisting approvals / registrations / certifications as may be required by law to perform its obligations hereunder during the term of appointment and that they have not and shall not violate / breach any of the terms and conditions subject to which such approvals / registrations / certifications have been granted.
4. The Distributor agrees to comply with the provisions of Securities and Exchange Board of India ('SEBI') /AMFI Circulars including but not limited to SEBI Circular No. Cir / IMD / DF / 5 / 2010 dated June 24, 2010 with regard to holding of valid certificate issued by AMFI/National Institute of Securities Markets (NISM), SEBI Circular No. SEB/IMD/CIR No. 4/168230/09 dated June 30, 2009 with regard to disclosure of all types of commission payment to them for different competing schemes from various mutual funds, SEBI/IMD/CIR No. 174648/2009 dated August 27, 2009 regarding Code of Conduct, SEBI circular Cir/IMD/DF/13/2011 dated August 22, 2011 and AMFI circular 79/ARN/03/11-12 dated 13.09.2011 etc. and any amendments made thereof vide any notifications/circulars/guidelines issued in this respect from time to time.
5. The Distributor and its employees who will be involved in distribution of units of the schemes of IPMF must carry out such directions and instructions as may be issued by IPAMC from time to time and shall, at all times, comply with all the extant applicable laws, rules, regulations, guidelines, directions, etc.
6. The Distributor shall ensure that the terms and conditions mentioned herein or as amended from time to time are also complied with by the Distributors' employees, Distributor (including sub-Distributor) and representatives.
7. The Distributor must carefully read and understand the Scheme Information Document ('SID') and the Key Information Memorandum ('KIM') of the scheme(s) of IPMF 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 IPMF or any scheme of IPMF except those contained in the relevant SID, SAI, KIM and / or the marketing material issued by IPAMC.
8. The Distributor shall use only the SID, SAI, KIM and marketing material as is provided to him by IPAMC and the Distributor shall not design his own marketing material in respect of any scheme of IPMF unless he has obtained prior written approval of IPAMC for the same.
9. The Distributor shall at all times conduct himself with propriety and decorum and in a manner which is not prejudicial to the interest of IPAMC/ IPMF.
10. The Distributor must not use any malpractice and/or unethical means to sell, distribute market, solicit or induce any investor to undertake any transaction pertaining to the units of any scheme of IPMF.
11. The Distributor shall, at all times, comply with and adhere to the code of conduct for Distributors (enclosed herewith as Annexure), including any amendments thereto from time to time.
12. The Distributor shall comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines/circulars issued by SEBI / AMFI from time to time pertaining to mutual funds with specific focus on regulations / guidelines on advertisements, sales literature and code of conduct.
13. The Distributor is not permitted to accept / receive cash towards investment in units of any scheme of IPMF or otherwise on behalf of IPAMC and all subscriptions procured by the Distributor shall only be accepted by means of Account Payee cheques, pay orders or demand drafts drawn in favour of the respective scheme name as mentioned in the SID. The Distributor cannot, on behalf of IPAMC, issue receipt of any application form(s), cheque(s), demand draft(s), etc. received towards subscription or any transaction in the units of any scheme of IPMF.
14. The Distributor agrees to comply with the relevant provisions of the Prevention of Money-Laundering Act, 2002 and Know Your Client norms laid down by SEBI and AMFI as applicable and amended from time to time. The onus of conducting/adhering to the KYC norms is on the Distributor and the Distributor will ensure proper verification of identity of Clients/investors.
15. 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 IPMF from such investor.
16. The Distributor agrees not to distribute the products of IPAMC to such investors who are banned from investing in India.
17. The Distributor shall not in any way pledge or have any lien or charge on the properties of the IPAMC, IPMF, the trustee company of IPMF being ICICI Prudential Trust Ltd ('Trustee') or any investor, that are in its possession, towards the fees payable to the Distributor for the services rendered herein.
18. IPAMC 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.
19. The Distributor shall neither use nor display the name, logo, mark or any intellectual property of IPAMC/IPMF (or any things identical thereto) in any manner whatsoever, except as permitted by IPAMC.
20. The Distributor shall do all acts, deeds and things necessary on behalf of the IPMF/ IPAMC to enhance the investors' confidence and interest in the IPMF and ensure that the interests and reputation of the IPMF/ IPAMC are fully protected at all times and shall not undertake any obligation or incur any liability on behalf of the IPMF/IPAMC nor in any way pledge the IPMF/IPAMC's credit.
21. The Distributor shall be solely responsible for resolution of all the investor grievances/complaints arising due to any acts or omission or gross negligence, misrepresentation, fraud or mistake not directly attributable to the IPAMC and shall provide complete assistance to IPAMC for redressal of complaints.
22. IPAMC shall from time to time publish notices, addendums and may make available to the distributor any other documents as may be related to the schemes of IPMF. The Distributor undertakes to:
 - (a) properly display such documents in its places of business;
 - (b) provide legible hard copies of such documents to investors/potential investors of IPMF.

FEES AND CHARGES PAYABLE TO THE DISTRIBUTOR:

23. The Commission and the periodicity of its payments for each scheme of the IPMF will be decided by IPAMC at its discretion. Further, IPAMC has the right to revise the same from time to time as it thinks fit. The Distributor shall be eligible to receive commission based on the amounts mobilised by such Distributor under each scheme of the IPMF subject to such other terms and conditions as may be applicable.
24. IPAMC reserves the right to withhold the commission or any other amount payable to the distributor, pending submission of the declarations/documents/forms or any other information as required by the IPAMC.
25. The Distributor shall not have any right or claim against the IPMF / IPAMC, for any loss incurred by it due to any revision made by the IPAMC in commission or any change of terms and conditions of distribution.
26. In case the Distributor receives any commission or any other amount which is not due or payable to the Distributor, the IPAMC / IPMF shall be entitled to recover the same or adjust all such amounts as are paid wrongly or by mistake to the Distributor.
27. The commission / brokerage payable by the IPAMC in respect of distribution of Mutual Fund Units by the Distributor will be as per the brokerage structure as may be notified by IPAMC from time to time and will be inclusive of all taxes, cesses, charges and levies.

INDEMNITY:

28. The Distributor hereby declares and covenants to defend, indemnify and hold IPAMC and its trustees, 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) Any breach of terms, covenants and conditions or other provisions hereof, or any SID(s) / SAI or any actions or omissions there under;
- (b) Any failure to comply with all applicable legislation, statutes, ordinances, regulations, circulars administrative rulings or requirements of law;
- (c) The misfeasance, malfeasance, negligence, defaults, misconduct or fraudulent acts of & by the Distributor or its representatives, employees, directors, agents, representatives; and
- (d) Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth herein above.
- (e) fraudulent, improper, incorrect, wrongful or negligent performance, work, service, act or omission by the Distributor including any of its employees, and representatives;
- (f) willful misconduct of the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives.
- (g) breach of any term or condition mentioned herein by the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives;

TERM AND TERMINATION:

29. The appointment of the Distributor shall continue to remain in full force and effect unless terminated by IPAMC or the Distributor, in accordance with the provisions contained herein. IPAMC shall be entitled to terminate the engagement of the Distributor forthwith, if:
- (a) the Distributor 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) it is found that the Distributor has knowingly participated in or connived in any fraud, dishonesty or misrepresentation against IPAMC / IPMF or any unit holder of IPMF.
 - (c) any statement made by the Distributor in the Distributor Empanelment Form is found to be false or misleading or intended to mislead.
 - (d) the Distributor conducts or acts in any manner, which is deemed prejudicial to the interest of IPAMC / IPMF;
 - (e) the Distributor does not comply with all applicable legislations, statutes, ordinances, regulations, administrative rulings or requirements.
 - (f) the Distributor remains inactive in business with IPAMC for a considerable period of time, as decided by IPAMC from time to time. IPMF also reserves the right to suspend brokerage under such cases.
30. Further, IPAMC shall have the right to terminate the appointment of the Distributor, without any cause, at any time by giving 30 (thirty) days' notice to the Distributor. The Distributor may also terminate his engagement with IPAMC at any time by giving a 30 (thirty) days' notice to IPAMC.
31. The engagement of Distributor shall stand automatically terminated, without notice from IPAMC, upon disqualification or withdrawal of necessary authorisation(s) of the Distributor.
32. Upon any termination, the distributor shall forthwith return to IPAMC all documents, papers and material pertaining to and / or belonging to IPAMC / IPMF.

CONFIDENTIALITY:

26. (a) Confidential Information shall mean all information disclosed to the Parties under this Agreement including but not limited to the details of the investors. The Party receiving the information shall be the "Recipient Party" and the party disclosing the information shall be the "Disclosing Party". However, the Parties agree that following shall not be considered Confidential Information:
- Becomes generally available to the public other than as a result of disclosure by the disclosing party or by the disclosing party's agents (in the case of distributors, including the sub-distributors), employees or representatives; or
- Information which was previously known to the recipient Party prior to receipt from the disclosing Party; or
- Information that is developed independently by the recipient Party or any of its employees, agents or representatives who had no access to the Confidential Information provided by the disclosing Party; or
- Information which is disclosed to regulatory authority; or
- Information which is disclosed pursuant to the requirement or request of a government agency or court of competent jurisdiction.
- (b) Each Party further acknowledges and agrees:
- To protect Confidential Information, the standard of care required by the Party in protecting the confidentiality of Confidential Information shall be the same standard of care that the disclosing Party uses in protecting its own Confidential Information.
- Parties hereto shall disclose Confidential Information or permit disclosure of Confidential Information to its employees or agents or Service Provider only on NEED TO KNOW basis.
- (c) Information Technology Act and rules thereunder:
- Definition: 'Personal information and Sensitive Personal Data Or Information' shall have the meaning assigned to them by the Information Technology Act, 2000 read with Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 as amended from time to time (hereinafter "the said Act & Rules").
- Sharing, Collecting & Preserving of sensitive personal data and information:
- The Distributors and the AMC mutually agree as follows:
- That they shall keep the Personal Information and/or Sensitive Personal information that are collected from the investors and/or unit holders as strictly confidential and would make use of the same only for the purpose for which it has been authorised to collect the information. The Parties further agree that the recipient party shall ensure the same level of data protection as has been provided for in the said Act & Rules.
- That the Parties hereby confirm that they have the authority to collect and transfer the above referred Personal Information and/ or Sensitive Personal Data or Information, as per the Privacy Policy.
- (d) The covenants of confidentiality set forth herein shall survive and continue and be maintained from the date hereof even after the termination of this Agreement.

MISCELLANEOUS:

33. IPAMC reserves the sole right and discretion to change the status category of the Distributor.
34. The empanelment of the Distributor as a distributor of IPMF shall be on a non-exclusive basis. The relationship between IPAMC and the Distributor is that of principal to principal and does not create any agency relationship or employee-employer relationship between IPAMC and the Distributor.
35. The Distributor shall not have any claim against IPAMC /IPMF for any loss, actual or notional, incurred by him on account of any revision in the rate(s) of fee by IPAMC.
36. In respect of all disputes arising under this engagement, the courts at Mumbai alone shall have jurisdiction, in accordance with the laws of India.
37. The statements and declarations made by the Distributor herein are the basis of his empanelment as a Distributor.
38. The empanelment of the Distributor as a distributor of IPMF is subject to written confirmation from IPAMC. The Distributor shall promptly provide on periodic basis such written declaration / confirmations along with supporting documents as required by the IPAMC to ensure compliance with all applicable laws/rules/regulations/guidelines/SEBI/ AMFI circulars.
39. The Distributor shall not restrict the right of investor for changing the distributor, if the investor wishes to do so.

I/We have fully read, understood and accepted the above mentioned terms and conditions and to agree to abide by the same at all times. I/We agree to submit such declarations/documents/forms as required by IPAMC from time to time.

I/we further agree to abide by the code of conduct and rules/regulations laid down by SEBI and AMFI. I/We shall neither pass on or rebate brokerage back to investors nor tempt them with rebate/gifts. I/We further have no objections in the IPAMC taking any disciplinary action against me/us or any of my/our employee or representative who is found violating this regulations/code of conduct.

The Distributor agrees to provide all the documents to IPMF/IPAMC, in order to comply with the provisions of Know Your Distributor norms laid down by AMFI/SEBI as amended from time to time.

BUSINESS QUESTIONNAIRE

Name:

ARN-

1. How long have you been associated with Financial Service sector? _____
2. Whether empanelled with any other Broker as Sub-broker for selling Mutual Funds? If yes, please specify _____
3. Are you a CFP? Yes No Registered
4. Are you registered with any Stock Exchange?
If Yes, NSE / BSE / Others, please specify _____ ; Code _____
5. Which are the top 3 AMCs which you advice to your clients?
 - Debt: 1. _____ 2. _____ 3. _____
 - Equity: 1. _____ 2. _____ 3. _____
6. What kind of financial products / services do you offer? Please tick (✓)
 - Insurance Post Office RBI Bonds PMS, with whom? _____
 - Primary Market (IPO) Secondary Market (Share Broking) Fixed Deposits Real Estate Others
7. Business Model
 - Own Office Out of Home Sub broker Network
8. Area Covered: _____
9. No. of Offices: _____
10. No. of Employees: _____
 - Back Office: _____
 - Front Office: _____
11. Awards & Recognition (Please specify): _____

12. Approximate Business generated in last Financial Year
 - Debt: _____
 - Equity: _____
13. Total AUM as on date
 - Debt: _____
 - Equity: _____
14. Total no. of Investors: _____
15. How many of your customers invest regularly in mutual funds?
 - Less than 25 25 to 99 100 to 249 250 to 499 500 & above.
16. Type of Clients
 - Retail Institutional HNI / MNI Trust
17. What kind of Mutual Fund schemes do you promote?
 - Monthly Income Plans Debt Funds Liquid Funds New Fund Offers Equity Funds Fixed Maturity Plans
18. Do you charge fee to your client? Yes No
19. You wish to receive Information Updates by:
 - SMS Email Mailer
20. What kind of support do you appreciate from the AMC so that you may increase your business in total?
 - Training on capital markets Direct Mailing to your customers Training on products Selling ideas
 - Presentation for your customers by ICICI Prudential representatives Any other, please specify _____

Place: _____

Signature of Distributor: _____

Date: _____

SCHEDULE

CODE OF CONDUCT FOR INTERMEDIARIES OF MUTUAL FUNDS

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. Adhere to AMFI guidelines and Code of Conduct issued from time to time related to distributors, selling, distribution and advertising practices.
22. 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.
23. 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.
24. 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.
25. 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.
26. 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.
27. 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.

SIGNED AND ACCEPTED