

IT IS HEREBY AGREED, DECLARED, CONFIRMED AND RECORDED BY THE DISTRIBUTOR THAT

- (a) Term 'QMF' shall mean Quantum Mutual Fund
- (b) Term 'AMC' shall mean Quantum Asset Management Company Private Limited
- (c) Term 'Partner' would mean an individual, a sole proprietary concern, firm, body corporate or bank or any other entity (registered or not under appropriate relevant Statutory Enactment / Authority) that provides either transaction execution only services and / or investment advisory services or both whether directly or indirectly either for a consideration or not from the investor or from the Mutual Fund / Asset Management Company besides being eligible and willing to distribute units of the schemes of QMF.

1. The statements made by the Partner in the Partner Registration Form and declaration made therein read with these terms and conditions shall be the basis of the contract between the AMC and the Partner and the Partner agree to be legally bound by the same and shall form an integral part of this contract.

2. The Partner and its representatives shall carry out such directions and instructions as may from time to time, be issued by the AMC in this regard.

3. The Partner and its representatives who are involved in advising/distribution of QMF products must have cleared the NISM (Investment Advisory module) and copy of ARN No. (AMFI Registration Number) letter and KYD Acknowledgement must be submitted by the Partner to the AMC, for its verification and records. In addition, the AMC retains the right to obtain copies of AMFI Certificates of all personnel, sub-agent(s) and representative(s) of the Partner engaged in sales and marketing of the Units of the Schemes of the QMF and it shall forthwith be required to furnish the same.

4. As directed by SEBI the Partner shall perform, contract and abide by rules laid down by SEBI for Distributors in the Cir/ IMD/ DF/13/ 2011 dated August 22, 2011 when dealing with investors. Partner will co-operate with the AMC in all aspects to undertake the due diligence process as per SEBI Cir/ IMD/ DF/13/ 2011 dated August 22, 2011 to satisfy 'Fit and Proper Criteria' as mentioned by SEBI in B1 (ii) Cir/ IMD/ DF/13/ 2011 dated August 22, 2011.

5. (i) Partner shall commence business after receipt of registration confirmation letter from the AMC . Any change in contact person will be intimated to the AMC on the Partner letterhead by the 15th of the month so that the changes can be registered in the records and intimation advice can be addressed/sent to the correct person in the following month.

(ii) The Partner shall forthwith notify the AMC in writing if any of its personnel or any other person engaged by the Partner has committed any act amounting to moral turpitude, financial irregularities or has been arrested by the police or has been relieved from services/employment of the Partner. Upon receipt such Notice from the Partner, the AMC will take appropriate actions as it deems fit in the case.

6. The Partner shall be responsible for affixing the appropriate ARN Code / Sub – Broker Code and EUIN No. on the application form. If the EUIN no. has been left blank then it will be considered that the transaction is executed without any interaction or advise by the employee / relationship manager / sales person of the Partner / sub-distributor or notwithstanding the advice of in-appropriateness, if any, provided by the employee / relationship manager / sales person of the Partner / sub-distributor . The AMC shall not be responsible if ARN code / Sub- Broker Code are not properly affixed by the Partner.

7. The Partner in case of 'execution only' transaction shall take written confirmation from investors that the transaction is 'execution only' notwithstanding the advice of in- appropriateness from that Partner prior to the execution of the transaction.

8. The Partner 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 Partner must not make any representation concerning Units of QMF 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 AMC as information supplemental to such documents.

9. The Partner shall use only such SAI and SID, Key Information Memorandum containing Application Forms and advertising material provided by the AMC and the Partner shall not design their own advertisement of the Scheme(s) of QMF unless it has obtained prior approval in writing from the AMC.

10. The Partner agrees that he / she /it will not use any unethical means to sell, market or induce any investor to buy units of schemes of QMF.

11. The Partner agrees he / she/it will not give rebate to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits which are extraneous to the schemes of QMF.

12. The Partner shall only use the latest advertising/ sales material for distributing / selling the units of the QMF as provided by the AMC.

13. The Partner agrees and undertakes that it shall not make any payments or transfers whether directly or indirectly, which would have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

14. The Partner, warrants, declares, represents and undertakes that:

- a) (i) The Partner is authorized to act as Partner for the investor;
 - (ii) The relationship between the AMC and the Partner is on a principal to principal basis and do not create and shall not be deemed to create any employer- employee relationship between the AMC and the Partner including its sub brokers and / or its personnel / representative(s).
 - (iii) The Activity of the Partner and its personnel / representative(s) shall not be construed to be activities of the AMC / QMF.
 - (iv) Each transaction is initiated solely upon the order of such investor;
 - (v) Each transaction is for the account of such investor and not for the Partner's own account;
 - (vi) Each investor will be provided by the Partner 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;
 - (vii) As between the Partner and the investor, the investor will have full registered ownership of the Units;
 - (viii) The Partner shall make appropriate disclosures to the investors that Units of QMF are not endorsed by the Partner and do not constitute an obligation of the Partner.
- b) This relationship is expressly established subject to the AMC / QMF /Trustee Company being allowed to
- (i) appoint other Partner to sell/advise sale of Units of Scheme(s); and
 - (ii) sell Units of Scheme(s) directly to investors.
- c) The Partner agrees that the agreement, if any, between the Partner and Sub Brokers shall not contain any clauses which are contrary to what is stated in the terms and conditions of this form. The Partner 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. The AMC / QMF 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 AMC / QMF and the sub-broker.
- d) The Partner will consider the suitability of particular Units as an investment for the relevant investor before recommending.
- e) The Partner 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 QMF's account/submission of unit application form to QMF.
- f) The Partner shall provide such assistance as may be required if any by investors / the Registrar and Transfer Agent / the AMC QMF to redress investor complaints and other issues relating to the distribution of Units by the Partner or otherwise, including co-ordination with the authorized collecting branches of the Partner and the Registrar and Transfer Agent, within three days of receipt by the Partner of any such complaint or particulars of any issue if any.
- g) The Partner shall ensure due compliance and 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 Partner and shall abide by and adhere to it at all times. The Partner shall be responsible to ensure that their employees and appointed sub-brokers too comply/ adhere to such provisions.

- h) The Partner 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 Partner and shall not disclose the same to any third party without prior approval of the AMC / QMF Trustee Company as the case may be, unless required under any Regulation.
- I) The Partner shall neither use nor display the name, logo or mark of the AMC /QMF (or any logo or make similar thereto) in any manner whatsoever except as agreed by the QMF in writing and under no circumstance after termination of the partner registration.
- j) The Partner shall not undertake any obligation or incur any liability on behalf of the AMC /QMF nor in any way pledge the AMC /QMF's credit.
- k) The Partner shall not be entitled without the prior consent in writing of the AMC/ QMF to assign, transfer, charge or in any manner make or create any third party right or interest in this terms and conditions or the Partner's obligations or liabilities hereunder.
- l) The Partner has never been publicly censured, disciplined, suspended or expelled by any recognized regulatory organization or recognized professional body or by any other organization, body or association.
- m) The Partner has never been refused or had revoked any license or authorization or ever resigned any such authorization, or decided after making an application to become licensed not to proceed with it, in the securities / financial services market.
- n) The Partner will provide all co-operation to enable the AMC / QMF undertake and complete the procedure needed to comply with applicable regulation relating to prevention of 'money laundering' and 'Know Your Customer' (KYC) guidelines and undertakes that the Partner will conduct KYC of its investors including IPV which is handled by senior staff member of the Partner and not promote any transaction which is viewed by him/her/it as suspicious in terms of PMLA Act, rules and circulars.

15. The Partner or its representatives are not authorized to issue any receipt for cheques and demand drafts received along with the Application Forms on behalf of the AMC /QMF. The Partner or its their employees shall at no point of time receive cash on behalf of QMF.

16.

- (i) The Partner has not violated any of the regulations and / or guidelines or directives or statutes and declares that the Partner is not debarred / suspended from carrying on its normal activities. Provided however that if the Partner is found guilty of violation or breach of any of the terms and conditions enumerated herein then in such event the Partner shall be liable to compensate the AMC / QMF by way of indemnity for all costs, losses, expenses, penalties and outgoings including legal fees and expenses incurred or suffered by the AMC/ QMF.
- (ii) The Partner declares and covenants with the AMC / QMF to defend, indemnify and hold the AMC / QMF / and Trustee Company, its affiliates, promoters, employees of the AMC / QMF, Trustee Company, successors in interest and permitted
- (iii) assigns harmless from and against all claims, damages or assertions of liability of any kind or nature resulting from:
 - a) Any breach, by the Partner 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 Partner to comply with all applicable legislation, statutes, ordinances, regulations, administrative ruling or requirements of law;
 - c) The misfeasance, malfeasance, fraudulent acts, mis-representation, omission facts, willful misconduct and mis-selling activities of the Partner and its representatives;
 - 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.
- (iv) The Partner shall also indemnify and hold harmless the AMC / QMF / Trustee Company from and against any and all direct and indirect costs, charges, claims, losses, expenses, damages, liabilities, awards, judgments, fines and actions of any nature whatsoever which the AMC / QMF / Trustee Company may incur/suffer due to (a) the sub-agent(s) of the Partner making any representations, which are not based on information, documentation and/or literature provided by AMC QMF/Trustee Company as applicable;(b) any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the sub-agent(s)/representative (s).

17. The Partner certify that he/she/it/principal/advisory officer has the express authority from the constitutional documents to undertake distribution/execution / advisory of the units of the Mutual Funds and the AMC / QMF / Trustee Company would not be responsible if the distribution/execution/advisory of the units of the Mutual Funds is ultravires and the distribution/execution/advisory activity is contrary to the relevant constitutional advisory documents.

18. The Partner certify that "In the course of my / our business in the distribution/execution/advisory of QMF 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. 35P/MEM – COR / 39/2012-13 dated January 28,2013 . 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".

19. The Partner further undertake to provide the said certificate or any other certificate that the AMC may prescribe on an annual basis or at such frequencies as may be determined by the AMC from time to time and to such authority as the AMC may suggest.

20. The Partner should abide to the below Code of Conduct as laid down by AMFI vide its Circular No. 35P/MEM – COR / 39/2012-13 dated January 28,2013:

- I. Consider investor's interest as paramount and take necessary steps to ensure that the investor's interest is protected in all circumstances.
- II. Adhere to SEBI Mutual Fund Regulations and guidelines issued from time to time related to distributors, advisors, selling, distribution and advertising practices. Be fully conversant with the key provisions of the Scheme Information Document (SID),
- III. Statement of Additional Information (SAI) and Key Information Memorandum (KIM) as well as the operational requirements of various schemes.
- IV. 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.
- V. 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.
- VI. 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.
- VII. Abstain from indicating or assuring returns in any type of scheme, unless the SID is explicit in this regard.
- VIII. 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.
- IX. 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.
- X. Do not undertake commission driven malpractices such as:
 - a. recommending inappropriate products solely because the Partner 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.

- XI. 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.
 - XII. Partner shall keep themselves abreast with the developments relating to the Mutual Fund Industry as also changes in the scheme information and information on QMF / 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.
 - XIII. Maintain confidentiality of all investor details, deals and transactions.
 - XIV. Partner 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.
 - XV. Partner shall abstain from attracting investors through temptation of rebate/gifts etc.
 - XVI. To protect the investors from potential fraudulent activities, Partner 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, Partner should make reasonable efforts to obtain accurate and updated information from the investor. Partner 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. Partner 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.
 - XVII. Partner including the sales personnel of Partner 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).
 - XVIII. The Partner 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.
 - XIX. Partner shall comply with the Know Your Partner (KYD) norms issued by AMFI.
 - XX. Co-operate with and provide support to AMCs, AMFI, competent regulatory authorities, Due Diligence Agencies (as applicable) in relation to the activities of the Partner or any regulatory requirement and matters connected thereto.
 - XXI. 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 Partner as may be required by AMCs from time to time.
 - XXII. 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.
 - XXIII. Adhere to AMFI guidelines and Code of Conduct issued from time to time related to distributors, selling, distribution and advertising practices.
 - XXIV. Intimate the AMC and AMFI any changes in the Partner's status, constitution, address, contact details or any other information provided at the time of obtaining AMFI Registration.
 - XXV. Observe high standards of ethics, integrity and fairness in all its dealings with all parties – investors, QMF / AMC, Registrar & Transfer Agent and other Partner. Render at all times high standards of service, exercise due diligence, and ensure proper care.
 - XXVI. Partner 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.
 - XXVII. Do not indulge in fraudulent or unfair trade practices of any kind while selling units of Schemes of QMF. Selling of units of schemes of QMF by any Partner 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.
21. The Partner needs to adhere to SEBI Mutual Fund Regulations issued from time to time related to selling, distribution and advertising practices. The Partner need to be compliant by KYD , all norms led by SEBI, AMFI letter: 35P/MEM-COR/13/ 10-11, dated August 27, 2010.
- 22.
- (i) The Partner will be considered as Partner exercising the option of "Opt Out" as for all QMF related financial transactions.
 - (ii) The Partner need to always exercise the Opt Out Option while transacting with his investors in all his communications and dealings related to QMF.
 - (iii) As per this contract the Partner confirm to have "Opt Out" option for transaction charges.
23. The Commission shall be paid as per the following terms:
- (i) No upfront commission shall be payable by the AMC to Partner. The AMC may decide to pay Upfront Commission effective from the prospective date.
 - (ii) Trail commission will be paid by the AMC as per the rate as prescribed on the website of the AMC from time to time. The Trail commission shall be computed and paid at the rate prevailing at the time of payment and not at the rate prevailing at the time of mobilization of investments.
 - (iii) The commission amount will be paid for the applications bearing the ARN Number of Partner and against which units have been allotted.
 - (iv) The commission amount shall normally be payable within 10 Business Days after the end of every calendar month or within such extended time as may be mutually agreed to between the Partner and AMC by direct credit to the Partner's registered bank account with the AMC. If the payment gets failed to process in such bank account, then payment will be credited to the bank account of the Partner linked with Aadhaar.
 - (v) The trail commission computed and paid will be the commission rate plus the service tax & any other statutory levies (if any), thereon, that may be payable to the authority and shall be payable subject to deduction of tax at source (if any) as may be applicable from time to time.
 - (vi) The AMC shall be entitled to set off and / or adjust any future payments to the Partner and/or shall be entitled to refund of the amounts by direct payment from the Partner to the AMC towards the claw back of amounts paid to the Partner as commission, in accordance with the AMFI / SEBI guidelines as issued from time to time and / or for any excess commission payouts by the AMC.
 - (vii) In case of non-compliance with the Mutual Fund Regulations and applicable laws by the Partner, the AMC shall suspend further business and payment of commissions, fees and brokerages until full compliance is met by the Partner, irrespective of such suspension of payment is mandated under the applicable laws prevailing at the time or as may be required by any Regulatory Authority.
24. The Partner should express the intention to fulfill the eligibility criteria proposed by SEBI from time to time for registration of individuals and entities which include minimum qualification requirements, net worth (for entities), fit and proper person norms, etc. The Partner have to submit a SELF DECLARATION as per format provided by AMFI refer to circular AMFI CIR/ARN-12/10-11 from time to time. Presently the Partner have to comply/ submit the Self declaration in the format as per this circular.
25. The Partner undertake and agrees that in all matters of interpretation of relevant regulations, laws, its administration, disclosure, applicability with regards to adherence or not of the terms and conditions as stated herewith, the authority, decisions of the AMC will be final and shall prevail.

26. The appointment of the Partner shall be liable to be terminated by the AMC /QMF forthwith:
- 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;
 - 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 AMC /QMF or any Unit holder of QMF ;
 - If the AMC / QMF is satisfied that any statement made in the Partner Registration Form was false or misleading or calculated to mislead;
 - If he /she/it/Principal Officer acts in any other manner prejudicial to the interest of the AMC /QMF /Trustee Company/Investor;
 - If he /she/it/Principal Officer does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law;
 - Upon disqualification or withdrawal of Regulatory or Government Approval to act in his/her/its/Principal Officer's capacity; and
 - Any other reason deemed fit by the AMC /QMF.

27. The Partner shall not make any false or misleading statement of the Scheme to the investors and shall not conceal or omit material facts / associated risk factors of the Scheme. The Partner shall take reasonable care to ensure suitability of the Scheme to the investor. The Partner shall ensure that Investor Awareness prescribed in the application forms of QMF is duly filled by the investors at the time of submitting the application forms.

28. In addition to what is stated in the preceding paragraphs the AMC /QMF shall have the right to terminate the appointment of the Partner at any time by giving the Partner 30 days written notice and without assigning any reasons thereof. The Partner may also terminate the Partner arrangement at any time by giving 30 days written notice to the AMC /QMF. Upon any termination (in respect of point 13), the Partner shall forthwith return all documents, papers and surrender all material pertaining to the AMC /QMF and / or belonging to the AMC /QMF to the AMC /QMF.

29. This contract shall be effective from the date on which this contract shall be executed by the AMC/QMF. In respect of all disputes arising under this Registration, the courts in Mumbai alone shall have jurisdiction.

Declaration

I/We undertake that the information provided is correct and true to my/our knowledge. I/We have read and understood the above Terms & Conditions and agree to comply with and be bound by the same. My/our application for registration may accordingly be considered. My/our appointment shall be subject to any guidelines, notification, regulations etc. that may be framed or issued by Quantum Mutual Fund, AMFI, SEBI or regulatory authority. I agree to abide by the Terms and Conditions appended to the Partner Registration Form along with the Code of Conduct that is issued by SEBI from time to time.

Place:

Date:

*Signature:

*Indicates mandatory fields



WEBSITE

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