

Distributor Empanelment Form

Key Contact Details

Name			
Mailing Address			
Mobile No		Email ID	

Tax Status (Select anyone)

Individuals	<input type="checkbox"/> Individuals	<input type="checkbox"/> Sole Proprietorship		
Non-individuals	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> Private Limited Company	<input type="checkbox"/> Public Limited Company	<input type="checkbox"/> Society/Trust <input type="checkbox"/> Others _____

Additional Information

Individual	DOB		PAN			
Non-Individual	Contact Person		Date of Incorporation		PAN	
SEBI Intermediary License Number	RIA		ARN		RA	

Bank Account Details

Bank Name		Branch		City	
MICR Code		NEFT/IFSC Code			
A/c Type	SB/ Current/ Others _____		A/c Number		

Nomination Details for Commission (For individuals and proprietorships)

Name		Relationship			
Mailing Address					
DOB of Minor	(If Nominee is Minor)	Local Guardian Name	(If Nominee is Minor)	Signature of Local Guardian	
Mailing Address	(If Nominee is Minor)				

Business Details

Experience in Selling	<input type="checkbox"/> Equity Share	<input type="checkbox"/> Fixed Deposit	<input type="checkbox"/> Bonds
	<input type="checkbox"/> Insurance	<input type="checkbox"/> Mutual Funds	<input type="checkbox"/> Others _____

Checklist for Documents to be Submitted

Documents	IFA	Partnership	Company	HUF
Pan Card Copy	✓	✓	✓	✓
Cancelled Cheque Copy	✓	✓	✓	✓
Memorandum & Articles of Association	NA	NA	✓	NA
Authorised Signatory List	NA	✓	✓	NA
Partnership Deed & Resolution	NA	✓	NA	NA
Board Resolution	NA	NA	✓	NA

For Office Use Only

Date of Receipt		Category	
Remarks			
RM	Head of Sales	CEO	
Signature	Signature	Signature	

Terms & Conditions

- The statements made/information provided by the Distributor in the Distributor 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 Ashika Investment Managers Pvt. Ltd. (AMC) and the Distributor and the Distributor agrees to be legally bound by the same.
- In case of application by non-individuals, a certified true copy, of the relevant resolution authorizing to undertake the activities of distribution of Alternative Investment Fund (AIF) units or a letter from the Chairman/ MD/CEO/ Authorized Persons confirming that the Organization has been authorized to undertake distribution of the Schemes of Ashika Alternative Investments and list of Authorized Signatories should be submitted.

APPOINTMENT OF THE DISTRIBUTOR

- The AMC and the Distributor agree that the Distributor is acting only in a representative capacity to the AMC and the relationship between the AMC and the Distributor is not that of an agency.
- The Distributor agrees that this relationship is expressly established subject to the AMC being allowed to appoint other distributors to distribute the Units of the Ashika AIFs to the investors/ unit holder.
- The AMC shall issue a letter confirming the Appointment as Distributor after confirming all the required documents. The Distributor agrees to commence distribution only after receiving confirmation letter from the AMC.

DECLARATION

- The Distributor agrees to read and understand the Private Placement Memorandum (PPM) and any addendum/ notice issued thereto of the respective scheme(s) carefully and explain the market risks, investment risks, investment objectives, and the special features of the schemes to the investors. The distributor must not make any representation concerning Units except those contained in the PPM of the respective scheme(s) and the information issued by the AMC as information supplemental to such documents.
- The Distributor agrees to use only such the latest PPM or Contribution Agreement and advertising material provided by the AMC and the distributor shall not design his/her own advertisement of the Scheme(s) unless it has obtained prior approval in writing from the AMC.
- The Distributor agrees that he/she will not use any unethical means to sell, market or induce any investor to buy units of the schemes.
- The Distributor shall neither use nor display the logo or mark of the AMC (or any logo or mark similar thereto) in any manner whatsoever, unless prior approval in writing is obtained from the AMC.
- The Distributor agrees he/she will not rebate/pass on the commission/fee to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits which are extraneous to the schemes of Ashika Investment Managers Pvt Ltd.
- The Distributor shall not receive cash on behalf of the AMC. The distributor is not authorized to issue any receipt for cash and demand drafts received along with the application form(s) on behalf of the AMC.
- The Distributor hereby agrees to comply with the provisions of the Securities and Exchange Board of India (Alternative Investment Funds), Regulations, 2012 as amended from time to time with specific focus on regulations/guidelines on advertisements/sales literature.
- The Distributor shall immediately inform in writing if any of its personnel or any other person engaged by the distributor has committed any act amounting to moral turpitude, financial irregularities or has been arrested/prosecuted or has been relieved from the services/employment of the distributor. Upon receipt of such notice from the Distributor, the AMC may suspend further business and payment of commission, etc. as it deems fit in the case.
- The Distributor undertakes that it shall do all acts, deeds and things necessary on behalf of the AMC whereby the investors/unit holders' confidence and interest in the AMC is fully protected at all times and shall provide such assistance as may be required by the investors/unit holders/ the Registrar/ the AMC to redress complaints, including co-ordination with the authorised collecting branches and the Registrar within 7 days of receipt of such complaint.
- The Distributor hereby agrees if he/she appoints any sub-agent(s) or any representative(s) directly or indirectly, then in that case the distributor will be responsible for all the acts of the sub-agent(s)/representative(s) to AMC and to third parties.
- The Distributor shall not wrongly issue any advertising or promotional material. In particular, the Distributor shall not communicate to the investors of Ashika Investment Managers Pvt Ltd or to the public at large, any information whether by way of advertising or sales literature, other than that provided to the Distributors by AMC as it is a private placement. The Distributor shall refrain from assuring any returns and ensure that whenever performance figures and related information are given, risk factors are clearly and completely stated.
- The Distributor shall not make any statement or act in a manner which shall create any expectation which is not stated in the PPM and the contribution agreement.
- The Distributor undertakes, represents and warrants that it has obtained the necessary consents, approvals and licenses under the applicable law to which it is subject which enables it and/or permits the carrying on of the activity of distribution of AIFs in terms of the covenants herein.

INDEMNITY

- The Distributor declares and covenants with the AMC, to defend indemnify and hold the AMC and its affiliates, promoters, successors in interest and permitted assigns harmless from and against all claims, damages or assertions of liability of any kind or nature resulting from:
 - a) Any breach of covenants, terms and conditions or other provisions hereof, or PPM or any actions or omissions thereunder;
 - b) Any failure to comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirement of law;
 - c) The misfeasance, malfeasance or fraudulent acts of the personnel/representative(s) of the distributor; and
 - d) Any and all actions, suits, proceedings, assessments, settlements, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.
- The Distributor shall also indemnify and hold harmless the AMC, Trustee and/or Ashika Alternative Investments 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, Trustee and/or Ashika Alternative Investments may incur/suffer due to (a) the sub-agent(s) of the distributor making any representations, which are not based on information, documents and/or

literature provided by the AMC/Trustee/ Ashika Alternative Investments and includes: (b) any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the representatives(s).

FEES/COMMISSION

- The Distributor fulfilling the empanelment criteria shall be entitled to receive fee/commission as per Agreed Commission Structure (Annexure-A) for all business brought/funds mobilized by them for the AMC till their subsistence as Distributor except on the investments made in his/her own name.
- The AMC shall from time to time communicate the fee/commission and the periodicity of its payment to the Distributor on an upfront basis. The Commission structure and the periodicity of its payments may differ from Scheme to Scheme. Provided, however, that the rate of fee is subject to revision at the election of the AMC from time to time and the distributor shall be bound by such changes. The commission/fee so paid to the distributor shall be inclusive of any cost, charges and expenses incurred by the distributor in connection with the business brought/funds mobilized to the AMC. All the payments to the Distributors shall be subject to requisite taxes at the applicable rate(s) in force.
- The AMC has the right to prospectively revise the fee/commission and the periodicity of its payments, already fixed by the AMC; and the Distributor agrees that the AMC shall be entitled to prospectively revise the compensation and the periodicity of its payments by the AMC to the Distributor in such manner as the AMC thinks fit and proper.
- In addition to the fee/commission which the AMC may pay to the Distributor under the provisions of this Agreement, the AMC may (but shall not be obliged to) offer incentive to the Distributor whereunder the AMC may pay incentive to Distributors as per a scheme for the business brought by the Distributor prior to the termination of this Agreement. The AMC may also at its discretion and at any time and from time to time introduce, modify, add to, discontinue and re-introduce any such scheme or schemes.
- In case the Distributor receives any fee/commission or incentive or any other amount which is not due or payable to the Distributor, the AMC shall be entitled to recover or adjust all such amounts as are paid wrongly or under a mistake to the Distributor.
- The Distributor shall not have any claim against the AMC / Trustee for any loss incurred by him/her as not anticipated and arising out of any revision in the rate(s) of the commission/fee for business brought/funds mobilized.
- To avail the facilities of Direct Credit of payment, the distributor is required to enclose a cancelled cheque leaf for the records of AMC. The AMC reserves the right to pay fee/commission by cheque and demand draft even if the distributor has opted for a direct credit of brokerage.
- All fee/commission paid to the Distributor is subject to a claw-back. In case of default by contributor, fee/commission paid towards the contribution amount/refunded contribution, shall be clawed back and/or adjusted against the future payables to the Distributor. The forfeited amount of the contribution shall include future of all cost associated with distribution, management and other expenses incurred by the AMC.

PRINCIPAL TO PRINCIPAL

- These Terms and Conditions are 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 Distributor and/ or its personnel/ representatives(s). The distributor and/or its personnel/representative(s) shall not be entitled to represent, act, word, or deed for or on behalf of or bind or oblige the AMC or any manner claim to the AMC or hold out or represent any relationship of being a Distributing arm of the AMC, except as provided under this Agreement and not otherwise.
- The activities of the Distributor and its personnel/representative(s) shall not be construed to be activities of the AMC under any circumstances except as may be expressly permitted by the AMC. The distributor and its personnel/representative(s) shall not at any time use the name, mark or logo of the IBAIF / AMC in any sales or marketing publication or advertisement, or in any other manner whatsoever unless prior written approval is obtained from the AMC.

TERMINATION

- The appointment of the distributor shall be liable to be terminated by the AMC forthwith:
 - a) if he/she is found to be a minor or adjudicated as an insolvent or found to be of unsound mind by a court of competent jurisdiction;
 - b) if in course of any judicial proceeding it is found that he/she has knowingly participated in or connived at any fraud, dishonesty or misrepresentation, financial irregularities against the AMC or any Unit holder of Ashika Alternative Investment Fund;
 - c) if the AMC is satisfied that any statement made in the Form was false or misleading or calculated to mislead;
 - d) if he/she acts in any other manner prejudicial to the interest of the AMC/Fund; and
 - e) if he/she does not comply with all applicable legislations, statutes, ordinances, regulations, administrative rulings or requirement of law. Non-compliance of any of the clauses of the Terms and Conditions mentioned herein and the changes made to the Terms and Conditions from time to time.
- The AMC shall have the right to terminate the appointment of the distributor at any time by giving him/her 10 days' notice without assigning any reason thereof. The distributor may also cancel his appointment as Distributor at any time by giving 10 days' notice to the AMC.
- The Appointment as Distributor shall stand automatically terminated without any notice from the AMC / Fund upon disqualification or withdrawal of Regulatory/Government approval to act in the capacity contemplated herein. Upon such termination, the Distributor shall forthwith handover all documents, papers and material pertaining to AMC and/or belonging to AMC/Fund to the AMC.
- On termination of the appointment as Distributor, the Distributor agrees to deliver and/or cause to be delivered to the AMC, or to any person designated by the AMC, books, booklets, lists, reports, statements, agreements, letters, investor communication, AMC logs, notes, files, registers, systems, property, instruments, training manuals, writings and items relating to the Business of the Distributor hereunder which are in his/her custody, possession or control. The AMC reserves the right to restrict the appointment of the Distributor if the AMC finds that the distributor is either not original with assignments or has misused them.

NOMINATION FACILITY

- The AMC offers nomination facility to distributor to enable the nominee to receive the commissions on the business done before the demise of distributor provided the distributor has complied with the Terms and Conditions mentioned hereinabove.
- In respect of all disputes arising under this empanelment, the courts in Delhi alone shall have jurisdiction.

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. This agreement is limited for the purpose of distribution of unit of the scheme offered under Alternate Investment Fund (AIF).

Place:

Date:

Signature