

DISTRIBUTOR EMPANELMENT FORM

(Please read Terms & Conditions overleaf carefully. All sections to be completed legibly in English, in black/dark-coloured ink and in BLOCK LETTERS)

1. DISTRIBUTOR'S PERSONAL DETAILS

Empanelment for: MF PMS Both

APRN: _____ Valid Upto: _____

ARN: _____ Valid Upto: _____

EUIN: _____

EUIN Name: _____

First Name/ Organisation Name: _____

Address for Correspondence: _____

City/Town: _____ State: _____ Country: _____ Pin Code: _____

Tel (Res.) _____ Tel (Off.) _____ Mobile No.: _____

Email ID(1): _____ Email ID(2): _____

*(Please attached self attested copy of the PAN Card, ARN, EUIN Card, APRN and AMFI Certificate)

Please Paste a recent
Passport size
Photograph
(For Individual & Sole
Proprietorship Only)

2. TAX STATUS (PLEASE TICK ANYONE) Individual Non-Individual

Individuals (Please tick anyone)

Individual Sole Proprietorship

Non-Individuals (Please tick anyone)

Partnership Firm Bank HUF Pvt. Ltd. Co. Public Ltd Co.
 Society/Trust Others Please Specify _____

Date of Birth: _____

Education Qualification: _____

PAN: _____

Date of Incorporation/registration: _____

Contact Person: _____

PAN: _____

3. BANK DETAILS FOR COMMISSION PAYMENT ^ (PLEASE TICK ON ACCOUNT TYPE)

Bank Name: _____

Bank A/C No. _____ A/C Type: Savings Current Others

City _____ IFSC Code _____

Branch Name: _____

^ Please ensure the name in this application form and in your bank account are the same. Please cross check your IFSC Code thoroughly in order to get payouts via electronic mode into your bank account.

4. NOMINEE DETAILS: (MANDATORY INCASE OF INDIVIDUAL AND SOLE PROPRIETORSHIP ONLY*)

I/We wish to nominate the person named below to receive the amounts of brokerage to my credit in the event of my death.

Sr. No.	Name of the Nominee	Relationship with Distributor	Date of Birth	Allocation %	Nominee PAN	If Nominee is minor*		
						Name of Guardian	Date of Birth of Guardian	Guardian PAN
1.			DD/MM/YYYY					
2.			DD/MM/YYYY					
3.			DD/MM/YYYY					

Address of Nominee 1 / Guardian : _____

Address of Nominee 2 / Guardian : _____

Address of Nominee 3 / Guardian : _____

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5. BUSINESS DETAILS

Number of offices/Branches: _____ Number of Employees: _____ Number of Sub-broker : _____
Approximate Mutual Fund Business generated in last Financial Year : _____ AUM as on date : _____
Total number of investors you are serving : _____
Awards & Recognition (Please specify) : _____

6. OTHER DETAILS

*(Please tick on anyone)

If any Family members/Relatives/Friends are registered as agent or working with NJ Asset Management Private Limited or any of its group company

Yes No

If yes, mention details in below format:

Sr.no.	Name of the Relative	Designation	Location	Relationship

*Mandatory fields.

FOR OFFICE USE ONLY

Application received on: _____ ISC: _____ Employee Code No: _____ Date of Appointment: _____

Remarks: _____

Authorised by: _____

TERMS AND CONDITIONS FOR EMPANELMENT AS DISTRIBUTOR OF NJ ASSET MANAGEMENT PRIVATE LIMITED

NJ Asset Management Private Limited (NJAMPL) is the asset management company for NJ Mutual Fund (NJMF) and also offers Portfolio Management Services (NJPMS) as a SEBI Registered Portfolio Manager. These Terms and Conditions of Empanelment as a Distributor of NJAMPL are a binding contract between yourself and NJAMPL. 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.

GENERAL TERMS:

- 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 NJAMPL and the distributor and the distributor agrees to be legally bound by the same.
- The appointment as the distributor will be at the sole discretion of the NJAMPL and will be subject to confirmation by NJAMPL.
- A Distributor shall carry out such directions and instructions as may, from time to time, be issued by NJAMPL or persons duly authorized by the NJAMPL, for the purpose of fully and effectively carrying out his/her/its activities as Distributor and complying with the terms and conditions of Distributorship.
- NJAMPL hereby appoints the distributor, acting through its various sub-distributors/partners/branches in India or abroad for the purpose of distributing various offerings by NJAMPL. The obligation of the distributor in relation to distribution mentioned above will be subject to the same being permitted by applicable laws and all requisite approvals (if any) being obtained in the respective jurisdictions.
- The Distributor will use its AMFI Registration Number /APMI Registration Number (APRN) as the exclusive distributor code number which shall be duly quoted/ stamped by the Distributor in all correspondence by the Distributor with NJAMPL and also in all client applications forms in connection with the Business for the purposes of ascertaining the brokerage payable to the Distributor.
- In case of any discrepancy in the code affixed on an application form due to any reason such as illegible, unclear, overwritten, mutilated, altered or otherwise tampered with, the Distributor and the NJAMPL shall endeavour to resolve the same by mutual agreement within prescribed Regulatory timeline.
- The Distributor undertakes to abide by the SEBI Circular No. CIR/IMD/DF/21/2012 dated September 13, 2012, AMFI best practice guidelines circular No. 31/2012-13, AMFI circular 35P/MEMCOR/14/12-13 dated October 30, 2012 and all other relevant circulars/ amendments thereof w.r.t. Implementation of Employee Unique Identification Number (EUIIN).
- The Distributor declares, represents to the NJAMPL that, the Distributor has and shall comply with the applicable provisions and clauses specified under the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, as amended or re-enacted from time to time or any other applicable regulations and/or guidelines or directives or statutes and declares that no disciplinary or other proceedings have been commenced or indicated by SEBI/ Reserve Bank of India or any other competent authority against the Distributor and that the Distributor has not been/ not debarred/suspended from carrying on its normal business activities.
- Distributor shall note that the Units of the Schemes are not offered, nor is the Fund managed or intended to serve as a vehicle for frequent trading that seeks to take advantage of short term fluctuations in the market, hence, NJAMPL at its sole discretion may reject any purchase or exchange of units that it reasonably believes may represent a pattern of market timing activity involving the funds of the Mutual Fund. NJAMPL may also reject any application of any Customer at its absolute discretion without assigning any reasons, subject to the provisions of the respective SID read with SAI including any transactions which are not in accordance with the Anti- Money Laundering provisions and may report any suspicious transactions to the appropriate authorities.

PRINCIPAL TO PRINCIPAL:

- The arrangement under these Terms and Conditions are on a Principal-to-Principal basis. The distributor and/or its personnel/representative(s) shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of the NJAMPL or in any manner bind the NJAMPL or hold out or represent that the distributor is representing or acting as agent of the NJAMPL.
- The activities of the distributor and its personnel/representative(s) shall not be construed to be activities of the NJAMPL. Save and except as may be expressly permitted by the NJAMPL, the distributor and its personnel/representative(s) shall not at any time use the name, mark or logo of the NJAMPL / NJ Mutual Fund in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the NJAMPL.

OBLIGATIONS OF THE DISTRIBUTOR:

A. For NJ Mutual Fund

- The Distributor and its employees who will be involved in the distribution of the units of the schemes of NJMF represent and warrant that they are authorised to act as a distributor of mutual fund product(s) and have passed the Association of Mutual Funds of India (AMFI) / NISM Certification Test (Advisor Module) and a copy of the AMFI Registration Number (ARN) is required to be submitted to NJAMPL for its verification and records.
- The Distributor and its employees who will be involved in distribution of units of the schemes of NJMF must carry out activities at all times, in compliance with all the applicable laws, rules, regulations, guidelines, directions, etc.
- In terms of Circular No. 35P/ MEM-COR/ 13/ 10-11 dated August 27, 2010 issued by AMFI, the Distributor will comply with the Know Your Distributor requirements.
- The Distributor shall use only the SID, SAI, KIM and marketing material as is provided to him by NJAMPL and the Distributor shall not design his own marketing material in respect of any scheme of NJMF unless he has obtained prior written approval of NJAMPL for the same.
- The Distributor must carefully read and understand the Scheme Information Document ('SID') of the scheme(s) of NJMF 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 NJMF or any scheme of NJMF except those contained in relevant SID, SAI, the Key Information Memorandum ('KIM') and / or the marketing material issued by NJAMPL.
- The Distributor shall at all times conduct himself with propriety and decorum and in a manner which is not prejudicial to the interest of NJAMPL / NJMF.
- The Distributor shall, at all times, comply with & adhere to the Code of Conduct for Distributors (enclosed herewith as Annexure), including any amendments thereto from time to time.
- The Distributor hereby agrees to comply with the provisions of the Securities and Exchange Board of India (Mutual Funds), Regulations, 1996 as amended from time to time with specific focus on regulations /guidelines on advertisements/sales literature/marketing material and comply with and adhere to the Code of Conduct and best practices prescribed for the intermediaries of Mutual Fund by Association of Mutual Fund of India (AMFI) The distributor shall also comply with circulars and adhere to guidelines issued by the Association of Mutual Funds of India (AMFI) and SEBI from time to time.

20. The Distributor shall not distribute / Market / solicit the schemes of NJMF in the United States, Canada or any other restricted jurisdiction in line with applicable regulations.

21. The Distributor is not permitted to accept / receive cash towards investment in units of any scheme of NJMF or otherwise on behalf of NJAMPL. The Distributor cannot, on behalf of NJAMPL, issue receipts for any application form(s), cheque(s), demand draft(s), etc. received towards subscription or any transaction in the units of any scheme of NJMF.

22. The Distributor shall not in any way pledge or have any lien or charge on the properties of the NJAMPL, NJMF, the Trustee Company of NJMF or any investor, that are in its possession, towards the fees payable to the Distributor for the services rendered herein.

23. The Distributor shall neither use nor display the name, logo, mark or any intellectual property of NJAMPL (or any things identical thereto) in any manner whatsoever, except as permitted by NJAMPL.

24. NJAMPL shall furnish to the Distributor through email / online portal / through other modes of communication the copies of notices, addendums published and all other documents as may be related to the schemes of NJMF. The Distributor undertakes to:

- properly display such documents in its places of business;
- provide his email address to NJAMPL/ NJMF informed about the changes thereto;
- provide legible hard copies of such documents to investors/potential investors of NJMF.

B. For Portfolio Management Services offered by NJAMPL

25. The distributor must register with Association of Portfolio Managers in India (APMI), obtain an APMI Registration Number (APRN), and complete the NISM Series-XXI-A PMS certification exam. Non-individual distributors must ensure that their staff handling PMS distribution have valid Employee Unique Identification Numbers (EUIIN).

26. In case of Portfolio Management Services (PMS) Distributor and its representative/s must read and understand the Disclosure Document and be fully conversant with the Disclosure Document, Investment Approaches, fees and charges and the terms of the agreement to be entered between the client and the Portfolio Manager.

27. In case of Distributors of PMS Products the Distributor shall within 15 days from the end of every financial year, provide a self-certification with regard to compliance with Code of conduct (Annexure II) prescribed by SEBI for Distributors of Portfolio Management Services.

28. In case of distribution of PMS products provisions of SEBI (Portfolio Managers) Regulation 2020 shall also be applicable and the Distributor shall have to Adhere to the said Regulations and circulars issued from time to time related to distributors, distribution, advertising practices of Portfolio Management Services, etc. The Distributors of PMS Products shall comply with and adhere to the code of conduct for Distributors of Portfolio Management Services as prescribed by SEBI Circular dated 13th February 2020 and all subsequent circulars issued from time to time by SEBI.

29. The Distributor shall provide full and latest information about investment approaches and also highlight the assumptions made in performance calculations, risk assessments, performance projections etc., if any, for such investment approaches and shall inform the clients about the risks and level of control over the administration of Portfolio associated with the type of Portfolio Management Services offered (i.e. Discretionary, Non-discretionary or Advisory).

30. Suitability assessments and KYC (Know Your Client) norms must be strictly followed before recommending PMS to clients.

C. Other Business of NJAMPL

The Distributor agrees to distribute other offerings of NJAMPL as per these terms and conditions and as may be mutually decided between Distributor and NJAMPL.

D. General Obligations Applicable For All Business

31. The Distributor must not use any unethical means to sell, distribute, market, solicit or induce any investor to undertake any transaction pertaining to the units of any scheme NJMF / PMS or any other offering by NJAMPL. The Distributor shall use only marketing material as is provided to him by NJAMPL and the Distributor shall not design his own marketing material unless he has obtained prior written approval of NJAMPL.

32. All distributors, personnel, sub-agents, partners and representatives of the distributor engaged in sales and marketing of the units of the Schemes of NJ Mutual Fund should be certified and registered with AMFI and should hold a valid AMFI Certificate as required by SEBI. Further, the distributor shall on request by NJAMPL / NJ Mutual Fund / Trustee at any time and from time to time, provide a declaration to the above effect. In addition, NJAMPL/ NJ Mutual Fund/Trustee shall have the right to obtain copies of AMFI Certificates of all personnel, sub-agent(s) and representative(s) of the distributor engaged in sales and marketing of the Units of the Schemes of NJ Mutual Fund and they shall forthwith be required to furnish the same.

33. The Distributor shall act with due skill, care and diligence in the conduct of all their business and shall consider investor's interest, risk profiling and suitability to their financial needs while marketing offerings of NJAMPL.

34. The Distributor shall immediately upon knowledge notify the NJAMPL 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 by the police or has been relieved from the services/employment of the distributor. Upon receipt of such notice from the distributor, the NJAMPL may take necessary action as it deems fit in the case.

35. The distributor hereby agrees if he/she appoints any sub-agents(s) or any representative(s) directly or indirectly, then in that case the distributor will be responsible for all acts of the sub-agent(s)/ representative(s) to NJAMPL and to the third parties.

36. NJAMPL may ask the Distributor to furnish any information or statistics as required under applicable statutory laws / regulatory inspection requirements, if any.

37. The Distributor shall not distribute / market the offering of NJAMPL in the restricted jurisdiction as notified by NJAMPL for the respective business.

38. The Distributor shall help/assist NJAMPL / NJMF in complying with the relevant extant statutory and other applicable regulatory requirements relating to anti money laundering ('AML') and/or Know Your Client (KYC) guidelines.

39. The Distributor shall address investor grievances promptly and provide NJAMPL with necessary cooperation for dispute resolution.

40. Distributors shall have appropriate mechanisms and systems in place to prevent any mis-selling. The distributor shall ensure investor risk profiling and product suitability while providing the Services. NJAMPL reserves the right to disclose actions taken against the Distributor on NJ AMC's website / and or provide it to AMFI for publishing on their website. All undertakings to be taken from clients under Clause 15.5.1.4 of the Master Circular on Mutual Funds dated June 27, 2024, will be as per the standardized format as may be intimated by AMFI / SEBI from time to time. Distributor shall ensure that their agreements with the clients do not include any clauses that may entitle the Distributor to any undue indemnity / damages from the Clients.

TERMS AND CONDITIONS FOR EMPANELMENT AS DISTRIBUTOR OF NJ ASSET MANAGEMENT PRIVATE LIMITED

NJAMPL agrees and understands that the Distributor is not engaged in distribution of financial products outside India, however if the Distributor intends to do so, it shall do so after obtaining applicable regulatory approvals.

Pursuant to SEBI circular No. Cir/IMD/DF/13/2011 dated August 22, 2011 (Clause 15.5.1.4 of the SEBI Master Circular), wherein Customer relationship and transactions are categorized as follows

(a) Advisory - where a distributor represents to offer advice while distributing the product, it will be subject to the principle of 'appropriateness' of products to that customer category. Appropriateness is defined as selling only that product categorization that is identified as best suited for investors within a defined upper ceiling of risk appetite. No exception shall be made.

(b) Execution Only - in case of transactions that are not booked as 'advisory', it shall still require: i. The distributor has information to believe that the transaction is not appropriate for the customer, a written communication be made to the investor regarding the unsuitability of the product. The communication shall have to be duly acknowledged and accepted by the investor. ii. A customer confirmation to the effect that the transaction is 'execution only' notwithstanding the advice of inappropriateness from that distributor be obtained prior to the execution of the transaction. iii. That on all such 'execution only' transactions, the customer is not required to pay the distributor anything other than the standard flat transaction charge.

(c) There shall be no third categorization of customer relationship / transaction.

It may be noted that the above regulatory provisions stipulate the requirement of (i) sending a written communication to the investor regarding the unsuitability of the product by the distributor and (ii) obtaining customer's confirmation to the effect that the transaction is 'execution only' notwithstanding the advice of inappropriateness from that distributor. Further, the above requirement is applicable for "Execution only" transactions i.e., where the transactions that are not booked as 'advisory'.

For Regular Plan transactions, EUIN of the concerned employee of the MFD is required to be mentioned. But in respect of 'Execution Only' transactions carried out by the investor on his own, there may be no EUIN holder involved. In such cases, the following declaration signed by the investor is required to be obtained in terms of AMFI Best Practice Guidelines circular no. 37 dated 27-Aug-2023, read with circular No. 40 dated August 27, 2013

"I/We hereby confirm that the EUIN box has been intentionally left blank by me/us as this transaction is executed without any interaction or advice by the employee/relationship manager/salesperson of the above distributor/sub broker or notwithstanding the advice of inappropriateness, if any, provided manager/salesperson of the distributor/sub broker."

ACTS OF COMMISSION AND OMISSION: NJAMPL / NJTPL / Registrar shall neither be liable nor responsible in respect of any of the acts, deeds or things committed, omitted or performed by the Distributor, its sub-distributor, its employee, or any other person by whatever name called, nor shall NJAMPL be liable or responsible for any claims or actions arising as a result of any such acts, deeds or things.

Anti-bribery

The Distributor and any employees, officers and affiliates thereof will not, and shall procure that the Distributor, Sub-Distributors and any employees or officers thereof will not offer, promise, give or pay (either directly or through a third party) any financial, business or other advantage: i. to any person with the intention to induce, reward or otherwise influence such person to improperly perform a function or activity; ii. to any public official with the intention to both influence such public official in the performance of his or her functions as a public official (which includes any exercise or omission to exercise those functions, even if outside such public official's authority) and to obtain or retain any financial, business or other advantage in the conduct of business. The Distributor and any employees, officers and affiliates thereof will not and shall procure that the Sub-Distributors and any employees or officers thereof will not request, agree to receive, accept, or solicit (either directly or through a third party) the payment of any financial or other advantage to improperly perform any function or activity required of the Distributor under this arrangement.

FEES AND CHARGES PAYABLE TO THE DISTRIBUTOR:

41. The Distributor shall be eligible for a fee, on the amount of subscriptions sourced by him towards investment in any scheme of NJMF, at the rates prescribed by NJAMPL from time to time. The rate(s) of fee are subject to revision, from time to time, at the sole discretion of NJAMPL and the Distributor shall be bound by such revisions. The fee payable by NJAMPL shall be inclusive of all applicable taxes, Goods & Service tax, costs, charges and expenses incurred by the Distributor in connection with his rendering of the services herein.

42. In accordance with the SEBI MF Circular dated June 30, 2009, the upfront commissions to distributors will be paid by the investor directly to the distributor, based on his assessment of various factors including the service rendered by the distributor. The distributors should disclose all the commissions (in the form of trail commission or any other mode) payable to them for the different competing schemes of various Mutual Funds from amongst which the scheme is being recommended to the investor.

43. In case of Portfolio Management Services the Distributor shall inform the prospective clients the fees or commission to be earned by the Distributors for on-boarding them to specific investment approaches. The fee payable by NJAMPL for sourcing PMS business shall be inclusive of all applicable taxes, Goods & Service tax, costs, charges and expenses incurred by the Distributor in connection with his rendering of the services herein.

44. In case any fee is paid to the Distributor, in advance, in respect of proposed subscriptions by any investor, NJAMPL shall have a right to recover such amount of advance fees, as is paid to the Distributor in respect of any subscriptions which are not made by the investor.

45. The Distributor shall be entitled to only the fee specified herein above for the services rendered by him in terms of this arrangement.

46. To avail the facility of Direct Credit of brokerage payment, the distributor is required to enclose a copy of a cancelled cheque leaf for the records of NJAMPL. NJAMPL reserves the right to pay brokerage/commission by cheque/demand draft even if the distributor has opted for a direct credit of brokerage. NJAMPL will directly credit the fee payable to the Distributor 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 NJAMPL.

47. In case the Distributor receives any fee which is not due or payable to the Distributor, NJAMPL / NJMF shall be entitled to recover or adjust all such wrongly paid amounts from the amounts due to the Distributor.

48. The distributor shall provide self certification in the prescribed format certifying compliance with the provisions of the extant SEBI/Mutual guidelines/PMS guidelines/circulars, adherence to the Code of Conduct as prescribed by SEBI/AMFI for intermediaries of Mutual Fund/ PMS. If the said self certification is not provided, then the brokerage/commission will be suspended till the time of receipt of the self certification.

49. Mutual fund distributors must submit the annual "Declaration of Self-Certification" (DSC) within three months

after the financial year-end. Failure to do so will result in commission withholding until submission. If not submitted within the subsequent three-month grace period, the withheld commission will be forfeited.

50. Trail commission to the new distributor will be payable only in cases where the transfer of AUM is initiated by the transferor distributor (ARN Code) and not directly by the investor. The commission will be calculated prospectively, based on the lower commission rate of either the transferor or the transferee.

51. Additionally, the trail commission will commence only after a 12-month cooling-off period/ or such other period as may be prescribed by SEBI / AMFI from time to time. If the investor switches back to the original distributor during this period, the cooling-off period will reset, and no trail commission will be paid to the new distributor.

52. In case of non-compliance of any of the Terms and Conditions mentioned herein and noncompliance of SEBI/AMFI guidelines or any other applicable laws, NJAMPL may suspend further business and pay-out of the commissions etc. Such commission shall be paid in line with regulatory provisions provided in this regard from time to time.

53. NJAMPL may suspend / forfeit / withheld the payment of brokerage/ commission if instructed by relevant regulatory authority/industry body. Any erroneous commission payment will be subject to clawback or refund by the distributor to AMC which includes but not limited to any inaccurate computation, ARN/SDC gaps, or any other deficiency in regulatory requirement.

GST COMPLIANCE AND CLAWBACK (Applicable to Mutual Fund Business Only):

54. For Mutual Fund distribution services, the Distributor acknowledges that commission rates are exclusive of GST. Payment of the GST component is strictly contingent upon the Distributor being GST-registered and submitting a valid tax invoice. The AMC reserves the right to claw back or adjust any excess GST paid to the Distributor if such GST is not reflected in the AMC's GSTR-2B within the prescribed timelines or if discrepancies arise during RTA reconciliation.

INDEMNITY:

55. The Distributor hereby declares and covenants to defend, indemnify and hold NJAMPL 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:

- Any breach of term, covenants and conditions or other provisions hereof, or offer documents (s) or any actions or omissions there under;
- Any failure to comply with all applicable laws, legislations, statutes, ordinances, regulations, administrative rulings or requirement of law;
- The misfeasance, malfeasance or fraudulent acts of the personnel/representative (s) or sub-distributors of the distributor;
- Any actions, suits, proceedings, assessments, settlement, 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 NJAMPL, Trustee and/or the NJ Mutual Fund 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 NJAMPL, Trustee and/or NJ Mutual Fund may incur/suffer due to:
 - the sub-distributor(s) of the distributor making any representations, which are not based on information,
 - documentation and/or literature provided by NJAMPL/Trustee/ NJ Mutual Fund as applicable;
- any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the sub-distributor(s)/representative (s)

TERM AND TERMINATION:

56. The appointment of the Distributor shall continue to remain in full force and effect unless terminated by NJAMPL. However, the appointment shall stand automatically terminated without any notice from NJAMPL / Mutual Fund in the following scenario:

- 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;
 - it is found that the Distributor has knowingly participated in or connived in any fraud, dishonesty or misrepresentation against NJAMPL / NJMF or any unitholder of NJMF.
 - any statement made by the Distributor in the Distributor Empanelment Form is found to be false or misleading or intended to mislead.
 - the Distributor conducts or acts in any manner, which is deemed prejudicial to the interest of NJAMPL / NJMF;
 - the Distributor does not comply with all applicable legislations, statutes, ordinances, regulations, administrative rulings or requirements and becomes disqualified
 - if the Distributor is an entity and the business pertaining to distribution or the whole entity is acquired, amalgamated or merged with any other entity.
 - Immediate termination may occur in cases of breach of law, misconduct, or regulatory action.
57. NJAMPL 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 NJAMPL at any time by giving 30 (Thirty) days notice to NJAMPL.

58. Upon any termination, the distributor shall forthwith handover all documents, papers and materials pertaining to NJAMPL/ NJ Mutual Fund and/or belonging to NJAMPL/ NJ Mutual Fund to NJAMPL.

ASSIGNMENT: The Distributor will not assign any rights and/or obligations hereunder without the written prior consent of the NJAMPL.

AMENDMENT: Towards better business development, image building and strategy formulation, as also towards regulatory changes, NJAMPL reserves the right to add/modify/delete conditions as it deems fit and proper and the same shall be intimated and shall be binding on the Distributor from time to time.

JURISDICTION: Any dispute, controversy or claims arising out of or relating to this arrangement or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996. In respect of all disputes arising under this engagement, the courts at Surat alone shall have jurisdiction, in accordance with the laws of India.

CONFIDENTIALITY: The Distributor recognises, accepts and agrees that all facts, data, customer databases and information, manuals, details, material, Guidelines and other information whatsoever which may be given or communicated to the Distributor or its personnel or produced by or as a result of the services rendered by the Distributor pursuant to this arrangement or to which the Distributor or its personnel may be privy pursuant to or in connection with this arrangement and/or in the course of performance of its services pursuant to this arrangement shall be and remain the sole property of NJAMPL and shall be kept strictly private and confidential by the Distributor and its personnel.

MISCELLANEOUS :

59. The empanelment of the Distributor shall be on a non-exclusive basis.

60. NJAMPL reserves the sole right and discretion to change the status / category of the Distributor.

61. The Distributor shall not have any claim against NJAMPL / NJMF for any loss, actual or notional, incurred by him on account of any revision in the rate(s) of fee by NJAMPL.

62. The Distributor shall be entitled to register a nominee with NJAMPL, which nominee shall, in case of the demise of the Distributor, be entitled to receive trail commissions on the business done by the Distributor before his demise, provided the Distributor has complied with these Terms and Conditions. NJAMPL reserves the right to ascertain the identity of the nominee at any time.

63. The statements and declarations made by the Distributor herein are the basis of his empanelment as a Distributor.

FATCA & CRS: Distributor shall ensure the compliance with FATCA (Foreign Account Tax Compliance) & CRS (Common Reporting Standard) requirements. Relevant regulations require us to collect information about each investor's tax residency. Distributor shall collect FATCA/CRS related information of each investor and provide the same in the agreed format as discussed from time to time to NJAMPL. Distributor shall reject the applications/restrict further investments or seek additional information from investors who have not provided the requisite information.

Ultimate Beneficial Ownership (UBO) Pursuant to SEBI Master Circular No. CIR/ISD/AML/3/2010 dated December 31, 2010 on Anti Money Laundering Standards and Guidelines on identification of Beneficial Ownership issued by SEBI vide its Circular No. CIR/MIRSD/2/2013 dated January 24, 2013, Investors (other than Individuals) are required to provide details of 'Ultimate Beneficial Owner(s) (UBO(s))' in the separate format. In case the investor or owner of the controlling interest is a company listed on a stock exchange or is a majority owned subsidiary of such a company, the details of shareholders or beneficial owners are not required to be provided.

In accordance with SEBI Circular no.CIR/MIRSD/2/2013 dated January 24, 2013, other applicable regulations and guidelines and AMFI Best practices guidelines circular no. 62/2015-16 dated September 18, 2015, with

effect from January 1, 2016 Distributor shall reject the applications / requests for additional subscription (including switches) in case beneficial ownership details are not provided by the investor.

TO INFORM IN EVENT OF CHANGE OF STATUS

1. The Distributor declares and confirms that (if the Distributor is an individual) his / her residential status is that of an Indian Citizen resident in India or (in case the Distributor is a sole proprietary concern) the Distributor's sole proprietor's residential status is that of an Indian Citizen resident in India or (if the Distributor is a partnership firm) all the partners in the Distributor's firm are Indian Citizens resident in India or (if the Distributor is a company) the Distributor is a company incorporated in India; and the Distributor agrees and undertakes to inform NJAMPL in the event of any change in its or its partners' (as the case may be) status be it residential or otherwise.

2. The Distributor agrees and confirms that any payments received by the Distributor from NJAMPL shall not be repatriated outside India in any form whatsoever.

FORCE MAJEURE

Neither party hereto shall 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 hereinbelow) 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.

"Force Majeure Event" includes any event due to any cause beyond the reasonable control of either party including, without limitation, unavailability of any communication system including internet, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, pandemic, epidemic, acts of God, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of Government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, breach of security and encryption codes.

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

SEBI'S CODE OF CONDUCT
(FOR INTERMEDIARIES OF MUTUAL FUNDS)
(TO BE COMPLIED WITH BY THE DISTRIBUTOR AT ALL TIMES)

1. Provide full and latest information in respect of schemes of NJMF to investors in the form of offer documents, performance reports, fact sheets, portfolio disclosures and brochures, and recommend schemes appropriate for the client's situation and needs.
2. Highlight risk factors of each scheme, avoid misrepresentation and exaggeration, and urge investors to go through SID / SAI / KIM before deciding to make investments.
3. Take necessary steps to ensure that the clients' interest is protected.
4. Adhere to SEBI Mutual Fund Regulations and guidelines issued from time to time related to selling, distribution and advertising practices. Be fully conversant with the key provisions of the Scheme Information Document (SID), Statement of Additional Information (SAI), Key Information Memorandum (KIM) and addendums issued as well as the operational requirements of schemes of NJMF.
5. The Distributor shall maintain accurate records and provide timely transaction reports and investor details as required by NJAMPL or regulatory bodies.
6. 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.
7. Abstain from indicating or assuring returns in any type of scheme, unless the SID is explicit in this regard.
8. Maintain necessary infrastructure to support the NJAMPL in maintaining high service standards to investors, and ensure that critical operations such as forwarding forms and cheques to NJAMPL/ its 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.
Note: SID should be read in conjunction with SAI and not in isolation.
9. Avoid colluding with clients in faulty business practices such as bouncing cheques, wrong claiming of dividend/redemption cheques, etc.
10. Not undertake commission driven malpractice 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, even if they mean higher transaction costs and tax for investors.
11. The Distributor certifies that "In the course of my / our business in the distribution of NJ Mutual Fund 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. CIR/ARN-01/02-03 dated January 15, 2003 and all subsequent circulars issued from time to time by SEBI/AMFI. I/We shall abide by the circulars issued by SEBI, AMFI and FIU any other applicable Regulatory Authority and code of conduct as amended from time to time".
12. Avoid making negative statements about NJAMC or any scheme of NJMF and ensure that comparisons, if any, are made with similar and comparable products.
13. Ensure that all investor related statutory communications (such as changes in fundamental attributes, exit options, and other material aspects) are sent to investors reliably and on time.
14. Maintain confidentiality of all investor deals and transactions.
15. When marketing various schemes, remember that a client's interest and suitability to their financial needs is paramount, and that extra commission or incentive earned should never form the basis for recommending a scheme to the client.
16. Not rebate commission back to investors and not attract clients through temptation of rebate/gifts etc.
17. A focus on financial planning and advisory services ensures correct selling, and also reduces the trend towards investors asking for a passback of commission.
18. 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.

ANNEXURE- II
CODE OF CONDUCT FOR DISTRIBUTOR OF PMS



SEBI'S CODE OF CONDUCT
(FOR INTERMEDIARIES OF PORTFOLIO MANAGEMENT SERVICES)
(TO BE COMPLIED WITH BY THE DISTRIBUTOR AT ALL TIMES)

- 1) Adhere to SEBI (Portfolio Managers) Regulations, 2020 and circulars issued from time to time related to distributors, distribution advertising practices of Portfolio Management Services , etc
- 2) Maintain high standards of integrity, promptitude and fairness in the conduct of all their business
- 3) Act with due skill, care and diligence in the conduct of all their business.
- 4) Consider investor's interest risk profiling and suitability to their financial needs while marketing of NJ Portfolio Management Services
- 5) Take necessary steps to ensure that the clients' interest is protected.
- 6) Ensure that commission or incentive shall never form the basis for recommending Portfolio Management Services
- 7) Be fully conversant with the Disclosure Document, Investment Approaches, fees and charges and the terms of agreement to be entered between the client and the Portfolio Manager.
- 8) Disclose to the clients all material information including the details of distribution commissions for various Investment Approaches .
- 9) Assist clients in completing KYC and In Person Verification related procedures
- 10) Provide full and latest information about investment approaches of NJPMS and also highlight the assumptions made in performance calculations, risk assessments, performance projections etc , if any , for such investment approaches
- 11) Inform the clients about the risks and level of control over the administration of Portfolio associated with the type of Portfolio Management Services offered (i.e. Discretionary, Non discretionary or Advisory)
- 12) Abstain from assuring returns in any type of Investment Approach of NJPMS and from any kind of mis representation.
- 13) Abstain from attracting clients through unethical means such as offer of rebate/gifts etc.
- 14) Maintain necessary infrastructure to provide support to clients in timely receipt of disclosure document, statement of portfolio and performance, statement of fees , audit report,etc.
- 15) Maintain confidentiality of clients' details, deals and transactions , which they come to know in their business relationship
- 16) Abstain from making negative statements about other Portfolio Managers or Investment Approaches . Make comparisons, if any, only with the similar and comparable products along with complete facts.
- 17) Not indulge in any manipulative, fraudulent or deceptive practices or spread rumours with a view to make personal gain.
- 18) Hold valid Certification ,as specified by at all times

DECLARATION & SIGNATURE

I/We hereby declare that the information furnished herein is complete and correct in all respects. I/We undertake to abide by Terms and Conditions (as amended from time to time), Code of Conduct for Mutual Fund, Code of Conduct for Portfolio Management Services, Regulatory guidelines and other circulars issued by SEBI and/or AMFI that may be applicable to me/us. I/We are not an employee of NJ Asset Management Private Limited nor a relative of any Director/Employee of the AMC/Sponsor or any of its associates unless declared above.

Place: _____

Date: _____

Signature of the Distributor/Authorized Signatory Name, Designation and Sign (with Seal of the Company/Firm/HUF/Society/Trust).

Signature of the Distributor

CHECKLIST FOR DOCUMENTS TO BE SUBMITTED

Documents	IFA	Partnership Firm	Company	HUF
Copy of the AMFI/NISM Certificate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of ARN Letter & ARN Card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of APRN Letter and APRN Card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of PAN Card	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of the Cancelled Cheque	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Copy of KYD Letter /Acknowledgment	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Certified True copy of Memorandum & Articles of Association	NA	NA	<input checked="" type="checkbox"/>	NA
Certified True Copy of Board Resolution	NA	NA	<input checked="" type="checkbox"/>	NA
Certified True Copy of list of Authorized Signatories	NA	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	NA
Partnership Deed/Incorporation Certificate/ HUF Deed	NA	<input checked="" type="checkbox"/>	NA	<input checked="" type="checkbox"/>