



## TERMS AND CONDITIONS FOR EMPANELLED DISTRIBUTORS

1. 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 Union Asset Management Company Ltd (AMC) and the distributor and both the entities agree to be legally bound by the same.
2. The appointment of the distributor will be at the sole discretion of the AMC and will be subject to written confirmation by AMC. The distributor may commence functioning for the AMC from the date stated in the appointment letter issued by AMC.
3. The first business year of a distributor will commence from the date of its/his/her empanelment and end on the succeeding 31st of March. Every subsequent business year will commence from 1st of April and end on the 31st of March (or earlier date in case the distributorship is discontinued.)
4. The Distributor shall submit the necessary KYC documents as stipulated by the AMC from time to time.
5. The Distributor agrees that the agreement, if any, between the Distributor and Sub-Distributor(s) shall not contain any clauses which are contrary to the terms and conditions of this form.
6. The Distributor agrees that the AMC / Mutual Fund shall not accept any order which is placed on an conditional basis.
7. The Distributor agrees and undertakes to comply with "know your client" ("KYC") norms, 'client acceptance policy' of the AMC and law relating to anti money laundering in accordance with regulatory guidelines applicable to mutual funds. The Distributor agrees to collect documents as specified in an application form for complying with KYC norms from the investors as may be prescribed by SEBI, AMFI or any Governmental Authority in accordance with regulatory guidelines applicable to mutual funds. All such KYC documents shall be delivered by the Distributor to the AMC. It shall be the responsibility and liability of the Distributor to ensure the correctness and completeness of the documents collected by Distributor.
8. The Distributor shall in respect of its customers who invest with the Mutual Fund establish appropriate client identification and verification procedures inter alia by making use of appropriate anti money laundering KYC inquiries;  
  
The Distributor shall upon request provide all information and documentation regarding the customers to the AMC, the Registrar as well as the Mutual Fund.
9. The relationship between the AMC and the Distributor is one of principal to principal basis and do not create and shall not be deemed to create any relationship of principal and agent or, master and servant or, employer and employee. The activities of the Distributor and its personnel shall not be construed to be activities of the AMC.
10. This arrangement is entered into on a non-exclusive basis and the AMC / Mutual Fund shall have sole discretion to enter into similar arrangements with other persons and / or sell units of scheme(s) directly to the investor(s). However the Distributor, in entering into similar arrangements with any other parties, shall in no manner whatsoever adversely affect the business of the AMC.
11. The Distributor and its representative/s 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 potential investors. During the course of business the Distributor shall not make or give any representation, statement or warranty concerning Units or Union Mutual Fund except those contained in the SAI and SID of the respective Scheme (s).
12. The Distributor shall use only SID and KIM containing Application Forms and advertising material provided by the AMC and the Distributor shall not design its own advertisement of the Scheme (s) of Union Mutual Fund unless it has obtained prior approval in writing from the AMC.
13. The Distributor shall not indulge in malpractice or unethical practice to sell, market or induce any clients to buy products / service offerings of the AMC.
14. The Distributor shall neither use nor display the name, logo or mark of the AMC (or any logo or mark similar thereto) in any manner, unless in the specified manner agreed between the AMC and the Distributor.
15. The Distributor shall provide assistance as may be reasonably required by the Investor / AMC to redress Investor grievances / complaints.
16. The Distributor or its representatives are not authorised to issue any receipt for cheques and demand drafts received along with the application Forms on behalf of the AMC. The Distributor or its employees shall at no point of time receive cash on behalf of Union Mutual Fund.
17. The distributor agrees he/she will not rebate/pass on the commission/brokerage to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits which are extraneous to the schemes of Union Mutual Fund.
18. 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 and all other applicable laws and regulations applicable from time to time, with specific focus on regulations / guidelines on advertisements / sales literature 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. The Distributor shall ensure necessary compliance of applicable requirements by any employee, representative, sub-distributor, sub-associate etc.
19. The Distributor shall provide necessary assistance to the AMC to comply with all statutory and other applicable laws and regulations relating to Anti Money Laundering ("AML") and/or "Know Your Client" ("KYC") guidelines issued and amended from time to time by any of the Regulatory Bodies in India as may be applicable.
20. The Distributor (including all its employees and representatives) undertakes to maintain confidentiality and secrecy of all information received by it directly or in the course of dealing with the AMC and/or its employees and /or its clients. The restriction contained in this clause shall not be applicable to information required to be provided pursuant to any statutory or regulatory obligation.
21. The distributor shall provide self certification in the prescribed format certifying compliance with the provisions of the extant SEBI / Mutual Funds Guidelines / Circulars, adherence to the Code of Conduct as prescribed by SEBI / AMFI for intermediaries of Mutual Fund and fulfilling the minimum prescribed criteria regarding the number of investors and average assets under management at the end of every financial year to the AMFI. If the said self certification is not provided, then the brokerage will be suspended till the time of receipt of the certificate.
22. The Distributor shall ensure that the Distributor, its employees or representatives, sub-distributors, sub-associates etc. have and at all times shall continue to hold all valid and subsisting approvals / registrations / certifications from relevant authorities as may be required by law to perform its obligations hereunder during the term of appointment and that they have not and shall not violate / breach any of the terms and conditions subject to which such approvals / registrations / certifications have been granted. The Distributor shall at all times be responsible and liable for all the acts and deeds of its employees, representatives, sub-distributors etc.
23. The Distributor shall not be entitled without the prior consent in writing of the AMC to assign, transfer, charge or in any manner make or create any third party right or interest in this Agreement or the Distributor's obligations or liabilities.
24. The Distributor or any Director / Principal has never been publicly censured, disciplined, suspended or expelled by any recognised regulatory organisation or recognised professional body or by any other organisation, body or association nor is the Distributor aware of any such proceedings which are pending.
25. The Distributor, or any director/principal associated with it, has never been the subject of formal investigation under any relevant securities, financial services or similar legislation nor is it currently engaged as a defendant in (otherwise than in a professional capacity or as an expert witness), or the subject of, any criminal or civil proceedings or arbitration.
26. All distributors, personnel, sub-agents and representatives of the distributor or any sub-distributor engaged in sales and marketing of the units of the Schemes of Union Mutual Fund should be certified and registered with AMFI / NISM and should hold a valid AMFI / NISM Certificate as required by SEBI. Further, the distributor shall on request by the AMC / Union Mutual Fund / Trustee at any time and from time to time, provide a declaration to the above effect. In addition, the AMC/Mutual Fund/Trustee shall have the right to obtain copies of AMFI/ NISM Certificates of all personnel, sub-agent(s) and representative (s) of the distributor or any sub-distributor engaged in sales and marketing of the Units of the Schemes of the Union Mutual Fund and they shall forthwith be required to furnish the same.

Please address all future communication(s) in connection with this application to the Registrar & Transfer Agent of the Scheme:

**Computer Age Management Services Ltd.,**

Unit: Union Mutual Fund

Rayala Tower 2, 5th Floor, # 158 Anna Salai, Chennai - 600002.

**Email:** enq\_uk@camsonline.com | **Website:** www.camsonline.com

**Union Asset Management Company Pvt. Ltd.**

Unit 503, 5th Floor, Leela Business Park, Andheri Kurla Road, Andheri (East), Mumbai - 400059

**Toll Free :** 18002002268/18005722268 | **Tel No. :** 022 67483333

**Website:** www.unionmf.com | **Email :** investorcare@unionmf.com

Give a missed call from your registered mobile number on 08010421326 and get an Account Statement via SMS.

**Union  
Mutual Fund**

27. The Distributor shall immediately notify the AMC in writing if any of its personnel, any sub-distributor 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 AMC may suspend further business and payout of the commissions, etc. as it deems fit in the case.
28. The distributor shall ensure that its/his/her personnel/representatives or sub-distributors shall at all times conduct themselves within the parameters of these Terms and Conditions and comply with and adhere to all applicable laws hereinabove and shall not commit or permit the commission of any offence; and in the event of any offence being committed, the distributor shall be liable for all consequences thereof; and the AMC shall not be directly or vicariously liable for the same.
29. The distributor hereby agrees if it/he /she appoints any sub-agent (s) or any representative (s) or sub-distributors directly or indirectly, then in that case the distributor will be responsible for all the acts of the sub-agent (s)/representative (s) or sub-distributors to AMC and to third parties.
30. 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 term, covenants and conditions or other provisions hereof, or offer documents (s) or any actions or omissions there under;
  - b. Any failure to comply with all applicable laws, legislations, statutes, ordinances, regulations, administrative rulings or requirement of law;
  - c. The misfeasance, malfeasance or fraudulent acts of the personnel/ representative (s) or sub-distributors of the distributor;
  - d. Any actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.
31. The distributor shall also indemnify and hold harmless the AMC, Trustee and/or the Union 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 the AMC, Trustee and/or Union Mutual Fund may incur/suffer due to a) the sub-agent (s) of the distributor making any representations, which are not based on information, documentation and/or literature provided by AMC/Trustee/ Union Mutual Fund as applicable; (b) any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the sub-agent (s)/representative (s) or sub-distributors.
32. The distributor fulfilling the empanelment criteria as per the Code of Conduct and best practices for intermediary prescribed by SEBI and AMFI shall be entitled to receive brokerage for all business brought/ funds mobilized by them for AMC till the subsistence of the arrangement except on the investments made in his/her own name. The brokerage will be paid to the distributor at the rates(s) prescribed by the AMC. Provided, however, that the rate (s) are subject to revision at the discretion of the AMC from time to time and the distributor shall be bound by such changes. In case the Distributor receives and brokerage or other fee which is not due or payable to the Distributor, the AMC shall be entitled to recover or adjust all such amounts as are wrongly paid to the Distributor. The AMC shall not be responsible for any payments made to the employees, representatives, sub distributors, sub associates appointed / used by the Distributor.
33. The nominee of individual Distributor will receive trail brokerage/commission on business done before the demise of the Distributor holding ARN card. The nominee will not be entitled for any brokerage/commission on SIP (Systematic Investment Plan) instalments post demise of Distributor. In case of any payment made between the period of actual date of demise and date of intimation of demise, the amount paid shall be recoverable from the nominee/ individual Distributor.
34. The distributor shall not have any claim against the AMC / Union Mutual Fund/ Trustee for any loss incurred by him/ her as not anticipated and arising out of any revision in the rate (s) of the commission/brokerage for business brought/funds mobilized.
35. To avail the facility of Direct Credit/NEFT of brokerage payment, the distributor is required to enclose a copy of a cancelled cheque leaf for the records of AMC. AMC reserves the right to pay brokerage/commission by cheque/demand draft even if the distributor has opted for a direct credit/NEFT of brokerage.
36. In case of non-compliance of any of the Terms and Conditions mentioned herein and non-compliance of SEBI/AMFI guidelines, the AMC may suspend further business and pay-out of the commissions etc. until the same is complied with.
37. The Distributor certifies that he/she has the express authority from the constitutional documents to undertake distribution of the units of the Mutual Funds and the AMC / Mutual Fund/Trustee Company would not be responsible if the distribution of the units of the Mutual Funds is ultravires and the distribution activity is contrary to the relevant constitutional documents.
38. The Distributor certifies that "In the course of my / our business in the distribution of Union 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. 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".
39. In accordance with the SEBI Circular dated June 30,2009, the upfront commission, if any would be paid by the investor directly to the distributor, based on his assessment of various factors including the service rendered by the distributor.
40. Distributor shall disclose to the Investor(s) all the commissions (in the form of trail commission or any other mode) for the different competing Schemes from amongst which the Scheme of Union Mutual Fund is recommended to the Investor(s).
41. In case of termination of the arrangement as per clauses (41) and (42) mentioned herein below, the AMC shall not pay any trail commission after the termination of the arrangement of the distributor for the all business brought /funds mobilized by them for AMC before the termination.
42. 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 found to be of unsound mind by a court of competent jurisdiction or if it/he/she is found to be adjudicated as an insolvent;
  - b. if in course of any judicial proceeding it is found that it/ he/ she has knowingly participated in or connived at any fraud, dishonesty or misrepresentation, financial irregularities against the AMC or any Unit holder of Union Mutual Fund.
  - c. if the AMC is satisfied that any statement made in the Form was false or misleading or calculated to mislead;
  - d. if it/he/she acts in any other manner prejudicial to the interest of the AMC/ Union Mutual Fund; and
  - e. if it/he /she does not comply with all applicable legislation, statutes, ordinances, regulations administrative rulings or requirement of law.
  - f. non compliance of any of the clauses of the Terms and Conditions specified herein and the changes made to the Terms and Conditions from time to time.
  - g. either party goes into liquidation as declared by a competent court or a distress, attachment or enforcement of more than 50% of the assets of a Party is levied or a receiver is appointed in respect of assets of either party.
  - h. the arrangement becomes illegal, invalid or unenforceable due to change in law. If the performance of the other party's obligations under this arrangement becomes impossible due to legal / regulatory reasons.
  - i. any other reason deemed fit by the AMC.
43. In addition to what is stated in the preceding paragraphs, 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 terminate the arrangement at any time by giving 10 days notice to the AMC.
44. The Distributor agrees that if so required by the Securities and Exchange Board of India or by any other authority or under any law, the Distributor shall get itself, registered and comply in such manner as may be required.
45. The arrangement shall stand automatically terminated without any notice from the AMC/ Mutual Fund upon disqualification or withdrawal of Regulatory/ Government approval to act in the capacity contemplated herein. Upon any termination, the distributor shall forthwith handover all documents, papers and material pertaining to AMC/ Union Mutual Fund and /or belonging to AMC.
46. No modification or amendment of these terms and conditions shall be binding unless made specifically in writing by the AMC.
47. In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction. Any dispute, controversy or claims arising out of or relating to this Agreement 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.