



Distributor Empanelment Form

Affix Photo
(Individuals Only)

To,
Invesco Asset Management (India) Private Limited
2101 - A, A Wing, 21st Floor,
Marathon Futurex, N.M. Joshi Marg,
Lower Parel, Mumbai - 400013.

1. Organisation/Individual Details

Name of The Organisation/Individual (In Block Letters)

ARN (Please enclose copy of the AMFI Certificate / ARN Card)

Know Your Distributor (KYD) Code Are you KYD compliant? Yes No

E-Mail Address (In Block Letters)

Permanent Account Number (Mandatory, please enclose copy)

Address For Correspondence (In Block Letters)

City Pin Code State Country

Mobile Telephone

Fax Website

Status (✓) Resident Individual Partnership Firm Pvt. Ltd. Co. Public Ltd. Co. Bank
 Sole Proprietorship Society / Trust NRI Others (please specify) _____

2. Additional Information

For Individuals Date of Birth Wedding Anniversary

Educational Information

For Corporates Date of Incorporation

Authorised Person

Designation

3. Bank Account Details (For Brokerage Payouts)

Type of Account Savings Current Others (please specify) _____

Account Number

Account Name (As appearing in bank records)

Bank Name

Bank Address

Bank Branch City

Pin Code MICR Code*

I.F.S.C CODE (for R.T.G.S. / NEFT)*

*Please attach copy of cheque or a cancelled cheque.
Refer Terms & Conditions (7.7)

4. Business Details

No. of Branches No. of Sales Employees No. of Clients No. of Sub-Brokers Total Experience in the industry

Products on Offer (✓) Mutual Funds Insurance Small Savings Fixed Deposits Bonds
 IPOs Others (please specify) _____

Services Offered (✓) Advisory Execution Both

Business Model (✓) Own Office Out of Home Sub-Broker Network Others (please specify) _____

Funds Mobilized For Mutual Funds (Aum Break-Up) Equity Crores Debt Crores Structured Products Crores
PMS Crores Others (please specify) _____

Total number of Investors

Type of Investors (✓) Retail Institutional HNI Trust

5. Particulars of Key Personnel (Management/Sales/Product Head)

S.No.	Name	Designation	Contact No.	Email Id.

6. Are you involved in any regulatory/statutory levies, fines, penalties and legal suits, customer compensation?

Yes No. If Yes, please provide full details on a separate sheet.

7. Are you fulfilling any of the following criteria?

- a) Multiple point presence (More than 20 locations) Yes No
- b) AUM raised over Rs.100 Crore across industry in the non-institutional category but including high networth individuals (HNIs) Yes No
- c) Commission received of over Rs.1 Crore p.a. across industry Yes No
- d) Commission received of over Rs.50 Lakh from a single Mutual Fund Yes No

8. Nomination Details for Brokerage / Commission

(For Individual and Sole Proprietorship only)

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

Name of Nominee

Date of Birth (If Minor) Relationship

Guardian's Name (In Case Of Minor)

Address of Nominee/Guardian

Specimen Signature of Nominee / Guardian

Signature of Distributor

9. Documents to be submitted

	Individuals	Non-Individuals
ARN Card / AMFI / NISM Registration Certificate	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Pan Card Copy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Original / Certified True Copy of Memorandum & Articles of Association / Partnership Deed / Trust Deed / Bye Laws / Incorporation Certificate etc.	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Original/Certified True Copy of Board resolution or original letter confirming that the organisation is authorised to undertake distribution of Mutual Funds	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Original/Certified True Copy of list of Authorised Signatories	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
KYD Acknowledgement	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Cancelled cheque leaf	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

Terms & Conditions

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 Invesco Asset Management (India) Private Limited (the "IAM") and the distributor agrees to be legally bound by the same.
2. In case of application by non-individuals, a certified true copy of the relevant resolution authorizing to undertake the activities of distribution of mutual fund units or a letter from the Chairman/MD/CEO/Authorised Persons confirming that the Organization has been authorized to undertake distribution of mutual funds along with a certified true copy of the Memorandum and Articles of Association/Bye-laws/Partnership Deed /Trust Deed /Society Registration Documents and Certificate of Registration and list of Authorised Signatories must be submitted.
3. The IAM and the Distributor may, if they so desire, enter into a separate operational and service level agreement in connection with the distribution of the Schemes of Invesco Mutual Fund (The Mutual Fund).
4. The appointment as the distributor will be at the sole discretion of the IAM and will be subject to written confirmation by the IAM. The agency of the distributor will commence on the date stated in the appointment letter issued by IAM.
5. **DISTRIBUTOR'S DECLARATIONS, REPRESENTATIONS & UNDERTAKINGS:**
- 5.1 The Distributor shall abide by these Terms & Conditions and rules in force and the changes in the terms & conditions from time to time.
- 5.2 The Distributor shall comply with instructions and directions as may be specified by Invesco Asset Management (India) Pvt. Ltd. (the "IAM") from time to time.
- 5.3 The Distributor hereby agrees to comply with the provisions of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 ("SEBI Regulations") as amended from time to time and with circulars/guidelines issued by SEBI/AMFI from time to time including but not limited to regulations / guidelines on advertisements / sales literature, adhere to code of conduct and best practices prescribed for intermediaries of Mutual Fund by Association of Mutual Funds in India ("AMFI") SEBI.
- 5.4 The Distributor, personnel, sub-agents and representatives of the Distributor engaged in sales and marketing of the units of the Schemes of Invesco Mutual Fund must be certified and registered with AMFI and must hold a valid AMFI/NISM Certificate as required by SEBI. The Distributor undertakes to provide a declaration to the above effect to the IAM / Invesco Mutual Fund / Trustee as and when requested. In addition, the IAM / Invesco Mutual Fund / Trustee shall have the right to obtain copies of AMFI Certificates of all personnel, sub-brokers(s) and representative(s) of the distributor engaged in sales and marketing of the Schemes of Invesco Mutual Fund and they shall forthwith be required to furnish the same.
- 5.5 The Distributor undertakes to provide self certification in the prescribed format certifying with the Compliance with the provisions of SEBI Circulars/Guidelines, adherence to the code of conduct, as prescribed by SEBI/AMFI and fulfilling the minimum prescribed criteria regarding number of investors and average assets under management at the end of each financial year or such other frequency as may be specified from time to time, to the IAM. The IAM reserves the right to suspend the brokerage till the time of receipt of the Certificate.
- 5.6 The Distributor shall not issue any receipt for cheques and/or demand drafts received alongwith the application form on behalf of the IAM. The Distributor shall at no point of time receive/accept cash from the investor on behalf of IAM / Invesco Mutual Fund.
- 5.7 The Distributor shall not in any way indulge in any activity which tantamounts to rebating of commission/brokerage to investors or shall not induce the investors to invest in the Schemes of the Mutual Fund by assuring gifts, benefits or rebating of commission. Distributor assumes responsibility for complying with all federal, state and local statutes, ordinances or codes that may apply to the performance of services under this agreement. Without limiting the foregoing, Distributor specifically agrees that Distributor will not, in performance of services, directly or indirectly, promise, offer or make payment in money or anything of value to any government official, agent or employee of a government, or their families, or any other person, with the intent to induce favorable business treatment with respect to the performance of services under this agreement. Distributor shall have total and complete responsibility for the acts and omissions of their employees, agents, sub-vendors, and consultant with respect to services under this agreement. Distributor shall indemnify, defend and hold harmless Invesco Asset Management (India) Pvt. Ltd. and its affiliates, shareholders, directors, officers, employees, vendors, agents and other representatives from and against any and all demands, claims, actions, causes of action, proceedings, assessments, losses, damages, liabilities, settlements, judgments, fines, penalties, interest, cost and expenses (including fees and disbursements of counsel) arising from or relating to any actual or alleged action undertaken by Distributor in contravention of the above
- 5.8 The Distributor undertakes not to use any unethical means to sell, market or induce any investor to buy units of schemes of Invesco Mutual Fund.
- 5.9 The distributor agrees to use only such latest Scheme Information Document(s), Statement of Additional Information(s), Key Information Memorandum(s) containing applications forms and advertising material provided by IAM and the distributor shall not design his/her own advertisement/ marketing material of the Scheme(s) of Invesco Mutual Fund unless it has obtained prior written approval from the IAM.
- 5.10 The Distributor, his personnel/ sub-agents agree to read and understand the Scheme Information Document(s), Statement of Additional Information(s) 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 or the Mutual Fund except those contained in the Scheme Information Document(s) of the respective scheme(s), the Key Information Memorandum containing Application Forms and printed information issued by the IAM as information supplemental to such documents.
- 5.11 The Distributor shall not use the name or any logo or mark of the Invesco Mutual Fund, the IAM or of any associated company of the IAM in any manner whatsoever except as expressly agreed in advance in writing by the IAM and under no circumstance after termination of appointment.
- 5.12 The Distributor shall be responsible 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 the Mutual Fund's account.
- 5.13 The Distributor shall not withhold placing investors's order for the purchase/redemption of the Units so as to profit itself as a result of such withholding;
- 5.14 The Distributor shall comply with all the statutory and other applicable requirements 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. In addition to the aforesaid, the IAM may require the Distributor to follow additional KYC guidelines specified by it. The Distributor shall not be absolved of its liability if an application has been accepted by the IAM without the necessary documentation and the Distributor shall be bound to provide to the IAM /Mutual Fund all necessary documents in relation to the customer's application.
- 5.15 The Distributor acknowledges that SAI and SIDs are intended to be circulated and the Unit(s) are intended to be offered only to resident Indians, non-resident Indians (other than NRIs residing in USA and Canada), persons of Indian origin, subject to the applicable laws and regulations of any Indian or foreign regulatory authority. The Distributor further acknowledges that SAI and SID(s) / or the Unit(s) have not been registered under any laws other than the laws of India and may not be eligible or qualified for circulation or subscription outside India. The Distributor agrees that, except as specifically advised in writing or as described in SAI and SID of a Scheme of the Mutual Fund, no action will be taken in any jurisdiction by the Distributor that will permit an offering, including public offering, of units or possession or distribution of SAI and SIDs of the Mutual Fund in any jurisdiction outside of India.
- 5.16 The Distributor shall 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.
- 5.17 The Distributor acknowledges that the investor shall have full right to approach Mutual Fund/ Asset India Management & its Registrar for any transaction or grievances irrespective of the terms of Power of Attorney issued by investor to the Distributor. The Distributor shall ensure that rights of investor are not restricted in any manner whatsoever.
- 5.18 The Distributor shall obtain and disclose the Employee Unique Identity Number ("EUIIN").
- 5.19 The Distributor declares that there is no regulatory/ statutory levies, fines and / or penalties, legal suits, customer compensation made. The Distributor shall immediately notify the IAM 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 IAM may suspend further business and payout of the commissions, etc. as it deems fit in the case.
- 5.20 The Distributor shall ensure that his/her personnel/representatives shall at all times conduct themselves within the parameters of these Terms and Conditions and comply with and adhere to all applicable laws as specified in Clause (11) 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 IAM shall not be directly or vicariously liable for the same.
6. **APPOINTMENT OF SUB-DISTRIBUTORS**
- 6.1 The Distributor may appoint any number of sub-distributors as it deems fit and necessary, provided however that each such sub-distributor appointed by the Distributor shall have all the necessary qualifications, approvals or licenses required to act in such capacity and the IAM, the Trustees or the Mutual Fund do not object to the same. The Distributor shall be strictly responsible for the acts and omissions of the sub-distributors. Further, the Distributor shall indemnify the IAM, the Trustees and the Mutual Fund for any and all costs, expenses, losses and damages that they may incur due to the negligence, wilful default or fraud or any other act or omission of the sub-distributor.
- 6.2 The Distributor shall be responsible for supervising the activities of such sub-distributors appointed by it and shall be responsible to ensure that each sub-distributor shall act at all times in compliance with all applicable laws and rules.
- 6.3 The IAM will not be responsible for payment of any compensation or brokerage to subdistributors and any payment to such sub-distributors shall be the sole responsibility and liability of the Distributor.
7. **BROKERAGE/COMMISSION**
- 7.1 The Distributor, fulfilling the empanelment criteria as per the Code of Conduct and best practices for the intermediary prescribed by SEBI and AMFI, will be entitled to receive brokerage/commission on the amounts mobilized by him at the rate(s) prescribed by IAM from time to time. However, the Distributor shall not be entitled to receive the commission on the investments made in his/her/its own name. The rate(s) are subject to revision, from time to time, at the discretion of the IAM and the distributor shall be bound by such changes. The brokerage/commission paid/payable to the Distributor, shall be inclusive of any tax, service tax, costs, charges and expenses incurred by the distributor in connection with the agency and shall be paid to the Distributor only after deduction of the applicable taxes at the applicable rate(s) in force from time to time.
- 7.2 The Distributor shall not have any claim against the IAM /Invesco Mutual Fund/ Trustee for any loss incurred by him/her as not anticipated and arising out of any revision in the rate(s) of commission/brokerage for business canvassed /funds mobilised.
- 7.3 In case the Distributor receives any fee which is not due or payable to the Distributor, the Invesco Mutual Fund / IAM /Trustee shall be entitled to recover or adjust all such amounts wrongly paid to the Distributor.
- 7.4 In case of non-compliance of any of the terms and conditions mentioned herein and non-compliance of SEBI/AMFI guidelines as may be specified from time to time, the IAM reserves the right to suspend further business and payment of commission, etc., until the compliance with the same.
- 7.5 In case of termination of the agency as mentioned herein, the IAM is not liable to pay any trail commission(s) on the funds mobilized by the Distributor after the termination of agency.
- 7.6 The nominee of individual distributor will receive trail commission on business done before the demise of the distributor holding ARN card, provided the distributor has complied with the terms & conditions of empanelment. 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.
- 7.7 The IAM shall pay commission/brokerage only through direct credit in the bank account as per details specified by the distributor in the Empanelment Form. However, if the distributor is not keen on availing this facility and prefer receiving cheques / demand drafts, he can request the IAM for the same through a duly signed letter. The IAM would then ensure that the payouts are effected by sending the cheque / demand draft. In case of unforeseen circumstances, the IAM reserves the right to issue a demand draft / payable at par cheque towards commission/brokerage payouts.
- 7.8 The Distributor acknowledges that all upfront payments of any nature whatsoever, including incentives or commissions made to distributor on account of transactions will be subject to a complete and/or proportionate claw-back. The period of claw-back may be related to the exit load period, if applicable.
8. **LIABILITIES AND INDEMNITIES:**
- The Distributor shall indemnify and hold harmless the Invesco Mutual Fund, the Trustee, the IAM and its affiliates, its sponsors, successors in interest and permitted assigns against all claims, losses, costs, damages which they might incur/suffer as a result of:
 - i. Any unauthorized, misleading, false or inaccurate information, documentation, literature or representation relating to the Invesco Mutual Fund or its schemes or the IAM, which is made, issued or given by the Distributor (unless the information, documentation and/or literature etc. has been provided or otherwise approved by the IAM),
 - ii. The negligence, fraud or wilful misconduct of the Distributor, or its employees, agents, representatives, affiliates.
 - iii. Breach of any of the terms, conditions, declarations, representations, undertakings and warranties or other provisions hereof, on the part of the Distributor or its employees, agents and representatives
 - iv. Any act or omission not being in accordance with the SEBI (Mutual Funds) Regulations or any rule, regulation, circular or notice issued by the Regulatory Authorities.
 - v. Any and all actions, suits, proceedings, assessments, settlement, arbitration judgements, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.
9. **TERMINATION:**
- 9.1 The appointment of a distributor shall be liable to be terminated by the IAM forthwith:
 - i. 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;
 - ii. If in course of any judicial proceeding it is found that he/she has knowingly participated in or connived of any fraud, dishonesty or misrepresentation against the IAM or any Unit holder of Invesco Mutual Fund;
 - iii. If the IAM is satisfied that any statement made in the Distributor Empanelment Form/ Declaration was false or misleading or calculated to mislead;
 - iv. If he / she acts in any other manner prejudicial to the interest of the IAM / Mutual Fund; and
 - v. If he / she does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law.
 - vi. If he / she fails to comply with the terms and conditions mentioned in this empanelment form.
- 9.2 In addition, this appointment may be terminated at any time by either party by giving not less than 10 Business Days' prior written notice to the other party, provided that either of the parties hereto shall also have the right to terminate the appointment forthwith if required by any law. Further the agency stands automatically terminated without any notice from the IAM /Mutual Fund if the Distributor is disqualified from acting in the capacity complemented herein or the requisite Regulatory/Government approval is withdrawn.
10. In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.