

## Empanelment Form

### Distribution Partners



Dear Unifi MF Team,

I/We request you to kindly register me as your DISTRIBUTION PARTNER and accordingly I am furnishing the following details for your perusal.

Please fill in the application form completely in BLOCK LETTERS. Fields marked \* are mandatory.

**Name\*** (as in ARN):

**ARN\***:  **Year of passing AMFI:**     **Valid up to:**

**PAN\***  **Date of Birth\* / Incorporation date\*:**

**Contact Person** (If Company)\*:

**Address (Office)\*:**

**City :**  **Pin.:**  **State:**

**Address (Residence)\*:**

**City :**  **Pin.:**  **State:**

**Contact details \*** **Mobile:**  **Fax:**  -

**Tel. (O):**  **(R):**  -

**Email :**

**Father's name:**

**Personal Details** **Education\*** :  HSC  Undergraduate  Graduate  Postgraduate

**Tax Status** (Please tick anyone) **Individuals:**  Individuals  Sole Proprietorship

**Non-Individuals:**  Partnership Firm  Private Limited Company  Public Limited Company

Society / Trust  LLP  Others, Please specify \_\_\_\_\_

**Distributor Type** (Please tick anyone)

MFD  National Distributor  Public Limited Company  Bank  Others, Please specify \_\_\_\_\_

**Bank Details for brokerage payment \*** (Photo copy of the cheque is mandatory)

**Bank Name:**

**Branch Address:**

**Bank A/c No:**  **A/c Type:** Saving  Current  NRE  NRO

**MICR No.** (9 Digit code no. of the bank & branch):

**IFSC code:**  **Mode of Payment:** Cheque  Direct Credit  ECS  NEFT

(The AMC reserves the right to make brokerage payment through ECS where MICR code is available)

**Nomination Details** (in case of Individual / Sole Proprietorship) \*

**Nominee's Name:**

**Nominee's Date of Birth:**  **Nominee's Relationship:**

**Guardian's Name** (if Nominee is minor)

**Address of Nominee/Guardian:**

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

Signature:

Place :

Date :

**For Office Use:**

Branch :

Region :

Zone :

Category :

Relationship Manager

( )

Signature

Name

Regional / Zonal Manager

( )

Signature

Name



## TERMS & CONDITIONS

The Terms and Conditions of Empanelment as a Distributor of Unifi Mutual Fund ('Unifi MF') are a binding contract between yourself and Unifi Asset Management Private Ltd. ('Unifi AMC') (as asset manager for Unifi MF) for your appointment as a distributor of Unifi MF to distribute units of the schemes of the Unifi MF.

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 at all times. **OBLIGATIONS OF THE DISTRIBUTOR:**

1. Any term referred hereunder will have the same meaning as attributed under the Scheme Information Document of the respective scheme(s) launched by Unifi AMC on behalf of Unifi MF.
2. The Distributor and its employees or representatives who will be involved in the distribution of the units of the schemes of Unifi MF represent and warrant that they are authorised to act as a distributor of mutual fund product(s) and have passed the necessary NISM /Association of Mutual Funds in India ('AMFI') Certification Test (Advisor Module) and obtained an Employee Unique Identification Number (EUIIN) from AMFI apart from AMFI Registration Number (ARN). The Distributor shall ensure that the employees quote the EUIIN in the Application Form for investments. The Distributors shall mention the ARN code and EUIIN code in each of the applications handled by them and all the related correspondence. Further, the distributor will provide EUIIN details or state "execution only transaction" in the transaction form.
3. The Distributor shall ensure that its employees or representatives have and at all times shall continue to hold all valid and subsisting approvals / registrations / certifications 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.
4. The Distributor agrees to comply with the provisions of Securities and Exchange Board of India ('SEBI') /AMFI Circulars including but not limited to SEBI Circular No. Cir / IMD / DF / 5 / 2010 dated June 24, 2010 with regard to holding of valid certificate issued by AMFI/National Institute of Securities Market (NISM). SEBI Circular No. SEBI/IMD/CIR No. 4/I68230/09 dated June 30, 2009 with regard to disclosure of all types of commission payment to them for different competing schemes from various mutual funds, SEBI/IMD/CIR No. 174648/2009 dated August 27, 2009 regarding Code of Conduct, SEBI circular Cir/IMD/DF/13/2011 dated August 22, 2011 and AMFI circular 79/ARN/03/11-12 dated 13.09.2011 etc. and any amendments made thereof vide any notifications/circulars/guidelines issued in this respect from time to time.
5. The Distributor and its employees who will be involved in distribution of units of the schemes of Unifi MF must carry out such directions and instructions as may be issued by Unifi AMC from time to time and shall, at all times, comply with all the extant applicable laws, rules, regulations, guidelines, directions, etc.
6. The Distributor shall ensure that the terms and conditions mentioned herein or as amended from time to time are also complied with by the Distributors' employees, Distributor (including sub-Distributor) and representatives.
7. The Distributor must carefully read and understand the Scheme Information Document ('SID') and the Key Information Memorandum ('KIM') of the scheme(s) of Unifi MF 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 Unifi MF or any scheme of Unifi MF except those contained in the relevant SID, SAI, KIM and / or the marketing material issued by Unifi AMC.
8. The Distributor shall use only latest SID, SAI, KIM and marketing material as is provided to him by Unifi AMC and the Distributor shall not design his own marketing material in respect of any scheme of Unifi MF unless he has obtained prior written approval of Unifi AMC for the same.
9. While recommending any Scheme to an investor, the Distributor shall disclose to such investor all the commissions (in the form of trail commission, transaction charges or any other mode) payable to him for different competing schemes of various mutual funds.
10. The purchase of Mutual Fund Units offered by Unifi AMC should be at the Investors risk and his own independent judgment and without the distributor guaranteeing any assured return. In case distributor or any of its directors, employees, associates, agents, sub-Distributors appointed by the distributor guaranteeing any assured return, Unifi AMC shall not be liable in any manner for such assurances or guarantees.
11. The Distributor shall at all times conduct himself with propriety and decorum and in a manner which is not prejudicial to the interest of Unifi AMC/ Unifi MF.
12. The Distributor must not use any malpractice and/or unethical means to sell, distribute market, solicit or induce any investor to undertake any transaction pertaining to the units of any scheme of Unifi MF.
13. The Distributor shall, at all times, comply with and adhere to the code of conduct for Distributors prescribed by AMFI, including any amendments thereto from time to time.
14. The Distributor shall comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines/circulars issued by SEBI / AMFI from time to time pertaining to mutual funds with specific focus on regulations / guidelines on advertisements, sales literature and code of conduct.
15. The Distributor is not permitted to accept / receive cash towards investment in units of any scheme of Unifi MF or otherwise on behalf of Unifi AMC and all subscriptions procured by the Distributor shall only be accepted by means of Account Payee cheques, pay orders or demand drafts drawn in favour of the respective scheme name as mentioned in the SID. The Distributor cannot, on behalf of Unifi AMC, issue receipt of any application form(s), cheque(s), demand draft(s), etc. received towards subscription or any transaction in the units of any scheme of Unifi MF.

16. The Distributor agrees to comply with the relevant provisions of the Prevention of Money-Laundering Act, 2002 and Know Your Client norms laid down by SEBI and AMFI as applicable and amended from time to time. The onus of conducting/adhering to the KYC norms is on the Distributor and the Distributor will ensure proper verification of identity of Clients/investors. The Distributor agrees that Unifi AMC reserves the right to call for any documents pertaining to the Distributors; clients that may be required by it for furnishing to any authority or a Government Agency like FIU, SEBI, RBI or its auditors in line with PMLA. The Distributor agrees to assist Unifi AMC in procuring and verifying all relevant information and documents pertaining to the client, as per the requirements communicated by Unifi AMC from time to time, to comply with the PMLA and other related requirements stipulated by any statutory authority.

17. The Distributor shall be responsible for providing the foreign inward remittance certificate or the certificate evidencing the subscription by way of debit to the NRE/ FCNR account of any non-resident Indian investor, within five days from the receipt of subscription by Unifi MF from such investor.

18. The Distributor agrees not to distribute the products of Unifi AMC to such investors who are banned from investing in India. The Distributor shall ensure that no investment applications from persons residing in United States of America or Canada are sourced. Further, applications from persons residing in any country which is declared by the Financial Action Task Force (FATF) as a non-compliant country or by Unifi as a sanctioned jurisdiction should also not be sourced. The distributor to ensure for all Non Resident Indian investors, the complete overseas address is procured, including the Country of residence, to avoid rejection of the application. The distributor shall keep investors aware that the AMC reserves the right to reject applications from US/Canada or redeem investments in case of change of address to US/Canada on a later date. The above restriction will also apply to countries subject to sanctions or FATF non-compliant jurisdictions.

19. The Distributor shall not in any way pledge or have any lien or charge on the properties of the Unifi AMC, Unifi MF, the trustee company of Unifi MF being Unifi Capital Trust Ltd ('Trustee') or any investor, that are in its possession, towards the fees payable to the Distributor for the services rendered herein.

20. Unifi AMC shall have a right to call upon the Distributor to furnish any information or statistics including but not limiting to his business with respect to other mutual fund(s), which the Distributor shall be bound to furnish.

21. The Distributor shall neither use nor display the name, logo, mark or any intellectual property of Unifi AMC/Unifi MF (or any thing identical thereto) in any manner whatsoever, except as permitted by Unifi AMC.

22. The Distributor shall do all acts, deeds and things necessary on behalf of the Unifi MF/ Unifi AMC to enhance the investors' confidence and interest in the Unifi MF and ensure that the interests and reputation of the Unifi MF/ Unifi AMC are fully protected at all times and shall not undertake any obligation or incur any liability on behalf of the Unifi MF/Unifi AMC nor in any way pledge the Unifi MF/Unifi AMC's credit.

23. The Distributor shall be solely responsible for resolution of all the investor grievances/complaints arising due to any acts or omission or gross negligence, misrepresentation fraud or mistake not directly attributable to the Unifi AMC and shall provide complete assistance to Unifi AMC for redressal of complaints.

24. Unifi AMC shall from time to time publish notices, addendums and may make available to the distributor any other documents as may be related to the schemes of Unifi MF. The Distributor undertakes to:

(a) properly display such documents in its places of business;

(b) provide legible hard copies of such documents to investors/potential investors of Unifi MF.

25. The Distributor shall be responsible for any fines and penalties imposed on AMC arising directly from breach of the Agreement or violation of Anti-Bribery Laws by the Distributor.

26. The Distributor acknowledges that it is not entitled to receive commission on its own investments and shall inform the Unifi AMC if it receives such commission, erroneously or otherwise and shall reimburse such amounts to the Unifi AMC together with such sums, as may be prescribed by the Unifi AMC

27. I/We hereby declare that none of the employees of the AMC, Mutual Fund, Sponsor, Associate is related to me/us as on this date of empanelment. Further, in case there is any change in aforesaid declaration, the same shall be intimated to the AMC on immediate basis.

28. If the payout mode is cheque and the total commission payable to the distributor for a month (including Incentive) is less than Rs.250/-, the amount will be accrued and carried forward to subsequent month(s) for payment.

### FEES AND CHARGES PAYABLE TO THE DISTRIBUTOR:

29. The Commission and the periodicity of its payments for each scheme of the Unifi MF will be decided by Unifi AMC at its discretion. However, the commission structure shall be in compliance with the AMFI/SEBI Regulations. Further, Unifi AMC has the right to revise the same from time to time as it thinks fit. The Distributor shall be eligible to receive commission based on the amounts mobilised by such Distributor under each scheme of the Unifi MF subject to such other terms and conditions as may be applicable.

30. Unifi AMC reserves the right to withhold the commission or any other amount payable to the distributor, pending submission of the declarations/documents/forms or any other information as required by the Unifi AMC.

31. The Distributor shall not have any right or claim against the Unifi MF / Unifi AMC, for any loss incurred by it due to any revision made by the Unifi AMC in

commission or any change of terms and conditions of distribution.

32. In case the Distributor receives any commission or any other amount which is not due or payable to the Distributor, the Unifi AMC / Unifi MF shall be entitled to recover the same or adjust all such amounts as are paid wrongly or by mistake to the Distributor. The Distributor also agrees to the clawback, if applicable.

33. The commission / brokerage payable by the Unifi MF in respect of distribution of Mutual Fund Units by the Distributor will be as per the brokerage structure as may be notified by Unifi AMC from time to time and will be inclusive of all taxes, cesses, charges and levies.

### INDEMNITY:

34. The Distributor hereby declares and covenants to defend, indemnify and hold Unifi AMC/Unifi MF and its trustees, 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:

(a) Any breach of terms, covenants and conditions or other provisions hereof, or any SID(s) / SAI or any actions or omissions there under;

(b) Any failure to comply with all applicable legislation, statutes, ordinances, regulations, circulars administrative rulings or requirements of law;

(c) The misfeasance, malfeasance, negligence, defaults, misconduct or fraudulent acts of & by the Distributor or its representatives, employees, directors, agents, representatives; and

(d) Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth herein above.

(e) fraudulent, improper, incorrect, wrongful or negligent performance, work, service, act or omission by the Distributor including any of its employees, and representatives;

(f) willful misconduct of the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives.

(g) breach of any term or condition mentioned herein by the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives;

### TERM AND TERMINATION:

35. The empanelment of the Distributor shall continue to remain in full force and effect unless terminated by Unifi AMC or the Distributor, in accordance with the provisions contained herein. Unifi AMC shall be entitled to terminate the engagement of the Distributor forthwith, if:

(a) 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;

(b) it is found that the Distributor has knowingly participated in or connived in any fraud, dishonesty or misrepresentation against Unifi AMC / Unifi MF or any unit holder of Unifi MF.

(c) any statement made by the Distributor in the Distributor Empanelment Form is found to be false or misleading or intended to mislead.

(d) the Distributor conducts or acts in any manner, which is deemed prejudicial to the interest of Unifi AMC/Unifi MF;

(e) the Distributor does not comply with all applicable legislations, statutes, ordinances, regulations, administrative rulings or requirements.

(f) the Distributor remains inactive in business with Unifi AMC for a considerable period of time, as decided by Unifi AMC from time to time. Unifi MF also reserves the right to suspend brokerage under such cases.

36. Further, Unifi AMC shall have the right to terminate the empanelment 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 Unifi AMC at any time by giving a 30 (thirty) days' notice to Unifi AMC.

37. The empanelment of Distributor shall stand automatically terminated, without notice from Unifi AMC, upon disqualification or withdrawal of necessary authorisation(s) of the Distributor.

38. Upon any termination, the distributor shall forthwith return to Unifi AMC all documents, papers and material pertaining to and/or belonging to Unifi AMC/ Unifi MF.

39. Unifi AMC shall take suitable action against the distributor including but not limited to suspension or termination of empanelment if it comes to know of any direct or indirect association with another person who is engaged in the following prohibited activities

1. provides advice or any recommendation, directly or indirectly, in respect of or related to a security or securities, unless the person is registered with or otherwise permitted by the Board to provide such advice or recommendation; or

2. makes any claim, of returns or performance expressly or impliedly, in respect of or related to a security or securities, unless the person has been permitted by the Board to make such a claim.

and it shall be the responsibility of the distributor to ensure that any person associated with them or their agent, directly or indirectly, does not engage in any of the above mentioned two prohibited activities, directly or indirectly.

### 40. CONFIDENTIALITY:

(a) Confidential Information shall mean all information disclosed to the Parties under this Agreement including but not limited to the details of the investors. The Party receiving the information shall be the "Recipient Party" and the party disclosing the information shall be the "Disclosing Party". However, the Parties agree that following shall not be considered Confidential Information:

Becomes generally available to the public other than as a result of disclosure by the disclosing party or by the disclosing party's agents (in the case of distributors, including the sub-distributors), employees or representatives; or

Becomes generally available to the public other than as a result of disclosure by the disclosing party or by the disclosing party's agents (in the case of distributors, including the sub-distributors), employees or representatives; or

Information which was previously known to the recipient Party prior to receipt from the disclosing Party; or Information that is developed independently by the recipient Party or any of its employees, agents or representatives who had no access to the Confidential Information provided by the disclosing Party; or Information which is disclosed to regulatory authority; or Information which is disclosed pursuant to the requirement or request of a government agency or court of competent jurisdiction.

(b) Each Party further acknowledges and agrees:

To protect Confidential Information, the standard of care required by the Party in protecting the confidentiality of Confidential Information shall be the same standard of care that the disclosing Party uses in protecting its own Confidential Information.

Parties hereto shall disclose Confidential Information or permit disclosure of Confidential Information to its employees or agents or Service Provider only on NEED TO KNOW basis.

(c) Information Technology Act and rules thereunder:

Definition: 'Personal information and Sensitive Personal Data Or Information' shall have the meaning assigned to them by the Information Technology Act, 2000 read with Information Technology (Reasonable security practices and procedures and sensitive personal data or information) Rules, 2011 as amended from time to time (hereinafter "the said Act & Rules").

Sharing, Collecting & Preserving of sensitive personal data and information:

The Distributors and the Unifi AMC mutually agree as follows:

That they shall keep the Personal Information and/or Sensitive Personal information that are collected from the investors and/or unit holders as strictly confidential and would make use of the same only for the purpose for which it has been authorised to collect the information. The Parties further agree that the recipient party shall ensure the same level of data protection as has been provided for in the said Act & Rules.

That the Parties hereby confirm that they have the authority to collect and transfer the above referred Personal Information and/or Sensitive Personal Data or Information, as per the Privacy Policy.

(d) The distributor acknowledges and agrees that, in accordance with the Digital Personal Data Protection Act, 2023 (DPDP Act, 2023 - 11th August, 2023; CG-DL-E-12082023-248045), they shall act as Data Fiduciaries and process personal data in a manner that respects individuals' rights to privacy while fulfilling lawful purposes. The distributor further agrees to ensure the security of personal data throughout its life cycle and comply with any amendments to the Act from time to time. Non-compliance with the provisions of the DPDP Act, 2023 may result in necessary actions as per the Act and other applicable regulations.

e) The covenants of confidentiality set forth herein shall survive and continue and be maintained from the date hereof even after the termination of this Agreement.

#### AMENDMENT:

41. Unifi AMC shall have the right to change, alter, amend, add to and/or delete any of the terms and conditions of this Agreement and shall be duly informed.

#### SUSPICIOUS TRANSACTION REPORTING:

42. a. Distributor understands that Unifi AMC has statutory obligation under the PMLA Act and rules framed thereunder to make suspicious transaction reporting to Financial Intelligence Unit – India, Ministry of Finance and Government of India on monthly basis. The Distributor agrees to assist Unifi AMC in all respect for the said suspicious transaction reporting.

b. Without harming the generality of "Amendment" clause, –

c. Shall keep at all time such process in place so as to ensure that all information including the nature of business and financial status of all the customer/client is obtained in all cases

d. Shall promptly analyze queries raised by Unifi AMC regarding suspicious transaction, carefully by using KYC information and conducting enhanced level of due diligence wherever required without the concerned customer being tipped off of such queries

e. If applicable shall appoint a money laundering reporting officer within its organization.

f. Shall carry out appropriate and adequate identification checks on all its client.

g. Shall carry out appropriate identification checks on all underlying shareholders/investors where the distributor's client holds an account other than a personal account.

h. Shall carry out regular screening in relation to investors in accordance with the EU or UN sanctions list.

i. Shall have sufficient procedures to detect suspicious activity.

#### TRANSFERABILITY:

43. The Distributor shall not be entitled 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, liabilities, benefits or rights. The Distributor will not have any lien or charge on the properties of Unifi AMC/Trustee/Fund in its possession for the service charges payable to the Distributor for distributing Units of the Fund.

44. The Distributor shall not directly or indirectly rebate/share any of its brokerage /fees or pay any commission or other amount or any gift to any investor.

45. The Distributor (individual) should avail nomination facility and nominate any person to whom in case of death the amount payable in respect of the commission pertaining to the units canvassed by the Distributor shall vest and to whom such amount shall then be payable.

#### APPOINTMENT OF SUB-DISTRIBUTOR:

46. a. The Distributor may appoint sub-distributors as it

deems fit and necessary, provided however that each such sub-distributor appointed by the Distributor shall have all the necessary AMFI certified qualifications and must have completed Know Your Distributor (KYD) registration prescribed by AMFI vide its circular dated August 27, 2010, necessary approvals or licenses required to act in such capacity and the Distributor will be responsible for the acts of the sub-distributors.

b. The Distributor shall in particular ensure that sub-distributors (and if the sub-distributor is a firm/company or any other artificial person then all its employees including temporary employees and trainees, agents, servants and representatives engaged in sales and marketing of Units of the Scheme) have obtained AMFI /NISM certification and EUNI as required by SEBI / AMFI and that such certificate is valid.

c. The Distributor agrees that the agreement if any, between the Distributor and sub-distributor(s) shall not contain any clauses which are contrary to what is stated in this Agreement. However, if the said agreement contains clauses which require prior approval of the AMC, the said clauses shall be effective only after such approval is obtained by distributor from the AMC in writing.

d. 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.

e. The Distributor shall ensure that the sub-distributor (and if the sub-distributor is a firm/company or any other artificial person then all its employees including temporary employees and trainees, agents, servants and representatives) shall at all times observe the confidentiality as imposed by the AMC.

f. The Distributor agrees that there is prima facie no relationship between the AMC and the sub-distributor(s) appointed by the Distributor. The AMC would only capture the sub distributor code appearing in the purchases, switches, if provided in the transaction feeds.

g. The AMC will not be responsible for payment of any compensation or brokerage to sub-distributors and any payment to such sub-distributors shall be the sole responsibility of the Distributor.

#### FORCE MAJEURE EVENT:

47. The Parties shall not 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 below) 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" means any event due to any cause beyond the reasonable control of the Party, including, without limitation, unavailability of any communication system, sabotage, fire, flood, explosion, acts of God, pandemic, civil commotion, strikes, riots, insurrection, war or acts of government.

#### MISCELLANEOUS:

48. Details of the distributor will be captured as per details available with Know Your Distributor (KYD)/ Centralised Distributor Services Management System (CDMS)/AMFI (The Association of Mutual Funds in India), and in case of mismatch in the information provided by the Distributor and KYD/CDMS/AMFI records, Unifi AMC reserves the right to reject the empanelment. The first source of updating information will be from AMFI Database.

49. The Distributor hereby specifically authorises Unifi AMC to obtain KYD documents/records of the Distributor from KYD/CDMS/AMFI. If the Unifi AMC is not able to obtain/Download such details from KYD/CDMS/AMFI or the Distributor is not KYD Compliant or if the records are not in verified status, then Unifi AMC reserves the right to reject the empanelment or call for such records/documents as may be required and the Distributor agrees to provide all such documents to Unifi MF/Unifi AMC, in order to comply with the provisions of Know Your Distributor norms laid down by AMFI/SEBI as amended from time to time.

50. Unifi AMC reserves the sole right and discretion to change the status category of the Distributor.

51. The empanelment of the Distributor as a distributor of Unifi MF shall be on a non-exclusive basis. The relationship between Unifi AMC and the Distributor is that of principal to principal and does not create any agency relationship or employee-employer relationship between Unifi AMC and the Distributor. The Distributor does not have an authority to assume or create any obligation or responsibility on behalf of Unifi AMC or bind Unifi AMC in any manner whatsoever. The Distributor also shall not, and shall not be entitled to, by written or oral act, omission, word or deed make any statement on behalf of Unifi AMC or in any manner bind Unifi AMC or hold out or represent that the Distributor is representing or acting as agent of Unifi AMC. Save and except as may be expressly permitted by Unifi AMC, the Distributor and its personnel shall not use the name and/or trademark / logo of Unifi AMC in any sales or marketing publication or advertisement, or in any other manner without the prior written consent of Unifi AMC.

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

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

54. The empanelment of the Distributor as a distributor of Unifi MF is subject to Email/written confirmation from Unifi AMC. The Distributor shall promptly provide on periodic basis such written declaration / confirmations along with supporting documents as required by the Unifi AMC to ensure compliance with all applicable laws/rules/regulations/guidelines/SEBI/AMFI circulars.

55. The Distributor shall not restrict the right of investor for

changing the distributor, if the investor wishes to do so.

I/We have fully read, understood and accepted the above mentioned terms and conditions and to agree to abide by the same at all times.

I/We agree to submit such declarations/documents/forms as required by Unifi AMC from time to time.

I/we further agree to abide by the code of conduct and rules/regulations laid down by SEBI and AMFI.

I/We shall neither pass on or rebate brokerage back to investors nor tempt them with rebate/gifts.

I/We further have no objections in the Unifi AMC taking any disciplinary action against me/us or any of my/our employee or representative who is found violating this regulations/code of conduct.

The Distributor agrees to provide all the documents to Unifi MF/Unifi AMC, in order to comply with the provisions of Know Your Distributor norms laid down by AMFI/SEBI as amended from time to time.

56. Overseas Distributors should get registered with AMFI and get a unique code. The Overseas Distributor hereby confirms that it shall comply with the extant laws, rules and regulations of jurisdictions where they carry out their operations in the capacity of distributors.

57. The Distributor shall provide such assistance as may be required by the investors/ Registrars/Unifi AMC to redress complaints from investors/ unitholders.

58. The Distributor shall not withhold placing investor's orders for the Units so as to profit themselves as a result of such withholding.

59. Fund shall not accept any order which is placed on a conditional basis or subject to any delay or contingency prior to execution.

60. While selling mutual fund products of the Distributor's group/ affiliate/associates, the Distributor shall make disclosure to the customer regarding the conflict of interest arising from the Distributor selling of such products.

61. The Distributor shall facilitate the unit holders/investor's unfettered and unrestricted access to the Mutual Fund/AMC and shall ensure that the unit holder's rights are not restricted in any manner.

62. In case the Distributor belongs to category of "New Cadre of Distributors" recognized by SEBI vide its circular dated September 13, 2012, it should ensure compliance of criteria's specified by AMFI for "New Cadre of Distributors" including obtaining of NISM certification. The Distributors belonging to New Cadre of Distributors should ensure that they solicit.

63. The Parties do hereby agree and accept to adhere, abide and follow all rules and regulations of the SEBI regarding discontinuation of usage of pool accounts for transactions in the units of Mutual Funds, Third Party Validation and Two Factor Authentication (2FA) for redemption and other related requirements mentioned in the circular dated 31st March, 2022 bearing number SEBI/HO/IMD/IDOF/P/CIR/2022/41.

64. The Parties do hereby agree and accept to adhere, abide and follow the rules and regulation of the SEBI regarding Two-Factor Authentication for transactions in units of Mutual Funds for subscription transaction in the units of Mutual Funds as well and other related requirements as mentioned in the circular dated September 30, 2022 bearing number SEBI/HO/IMD/IDOF/P/CIR/2022/132.

65. Clause headings are inserted for convenience of reference only and shall not be deemed to affect the interpretation or construction of this Agreement or of any clause.

#### DISPUTES RESOLUTION:

66. This agreement shall be governed according to the laws of India and each party shall submit to the jurisdiction of the Courts at Chennai.

Any and all differences and disputes whatsoever arising between the parties concerning the interpretation or implementation of this arrangement or in relation to the subject matter contained in this agreement shall in first instance be resolved mutually between the parties and in the event of a non-resolution, the matter shall be referred to arbitration. The arbitration shall be held in accordance with the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force and shall be held in Chennai and conducted in the English language. The Courts in Chennai alone shall have jurisdiction over such arbitration proceedings.

The award of the Arbitration shall be final, conclusive and binding upon the Parties hereto as an award within the meaning of the Arbitration and Conciliation Act, 1996 or any statutory modification or enactment thereof for the time being in force.

The cost of appointing the Arbitrator will be borne equally by both the parties.

Notwithstanding the above both the parties are at liberty to resolve their disputes through competent Civil Courts at Chennai.

#### SEVERABILITY:

67. This Agreement is subject to the restrictions, limitations, terms and conditions of all applicable governmental regulations, approvals and clearances. If any term or provision of this Agreement shall for any reason be held invalid, illegal, or unenforceable, it shall not affect any other term or provision hereof, and this agreement shall be interpreted and construed as if such term or provision, to the extent have been held as invalid, illegal or unenforceable, had never been contained herein.

I/We have understood the above contents and terms for empanelment as Distributor of Unifi Mutual Fund and agree to abide by the terms, conditions, rules & regulations governing the registration as Distributor at all times.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_