

## DISTRIBUTOR EMPANELMENT FORM

Please fill the form in BLOCK LETTERS. (All blanks to be filled including schedule on the last page, to be signed at the bottom of all pages)

AMFI CERTIFICATION DETAILS (Please attach a copy of the ARN Card/NISM Certificate)

ARN \_\_\_\_\_ Passed on   -   -     Valid up to   -   -

Mode of Distribution (✓):  OFFLINE  ONLINE  PAPERLESS  WEBSITE : (Incase of online/paperless)

### 1. KEY CONTACT DETAILS

Name (Mr./Ms./M/s):   
(Individuals/Non Individuals)

**IN CASE OF NON-INDIVIDUALS**  
Contact person responsible for Mutual Fund distribution  Designation

No. of AMFI/NISM qualified employees eligible for distributing Mutual Funds

Correspondence Address:   
  
 CITY  PIN

Telephone\* (O)  -  (R)  -   
Mobile\*  Fax\*  -

E-Mail 1\*  E-Mail 2\*

\*Of the person responsible for Mutual Fund distribution in case of non-individuals

Broker Code [BSE/NSE] (if applicable) BSE  NSE

### 2. TAX STATUS (Please tick any one)

<b>INDIVIDUALS</b>	<b>NON-INDIVIDUALS</b>
<input type="checkbox"/> Individual <input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership Firm <input type="checkbox"/> Private Limited Company <input type="checkbox"/> Public Limited Company <input type="checkbox"/> Society/Trust <input type="checkbox"/> Others _____

### 3. ADDITIONAL INFORMATION

<b>Individuals</b> Date of Birth <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Educational Qualification <input type="text"/> PAN No. <input type="text"/>	<b>Non-Individuals</b> Date of Incorporation <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> PAN No. <input type="text"/> GST IN <input type="text"/>
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### 4. NOMINATION DETAILS FOR BROKERAGE/COMMISSION/TRANSACTION FEES (For individuals and sole proprietorships)

Nominee Name <input type="text"/> Nominee Address <input type="text"/> Relationship with Distributor <input type="text"/> Nominee Signature <input type="text"/>	If Nominee is a minor, Date of Birth of Nominee <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> Name of Legal Guardian <input type="text"/> Address of Legal Guardian <input type="text"/> Signature of Legal Guardian <input type="text"/>
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### 5. BANK DETAILS

Account No.  Account Type  Savings  Current  Others \_\_\_\_\_

Branch Address

Bank Name  City  Pin  State

IFSC Code\*  MICR Code\*

\*Mandatory to make payments through RTGS/NEFT (Please enclose cancelled cheque or clear photocopy of cheque)

### 6. TRANSACTION MODE

MF Utility Platform  or

Banks  Please specify: (Name of the Bank) \_\_\_\_\_ or

Stock Exchange Platform  Please specify: (Name of Platform) \_\_\_\_\_ or

Payment Aggregator  Please specify: (Name of Payment Aggregator) \_\_\_\_\_

## 7. DECLARATION

I/We hereby declare that the information furnished is true and correct to the best of my/our knowledge and belief. I/We undertake to abide by the terms and conditions stated below and the changes in Terms & Conditions from time to time relating to the empanelment of distributor. I/We am/are not an Employee or a relative of a Director/Employee of the AMC/Sponsor/or any of its associates.

Place

Date  -  -

Signature of Applicant/  
Authorised Signatory

## DOCUMENTATION CHECK-LIST (TO BE ATTACHED WITH EMPANELMENT FORM & AGREEMENT)

### MANDATORY FOR INDIVIDUALS/KARTA OF HUF/SOLE PROPRIETORSHIP

- Empanelment Form (With Photo & Effective date of empanelment)
- Copy of PAN Card
- Copy of ARN Card
- Copy of AMFI/NISM Certificate
- Bank Account Details of Distributor - Bank Name/Branch/Number
- Copy of cancelled cheque
- KYD Acknowledgement
- List of Sales Persons/Employees with EUIN

### MANDATORY FOR NON INDIVIDUALS/CORPORATE DISTRIBUTORS

- Empanelment Form (With Photo of Contact/Authorised Person)
- Copy of PAN Card
- Copy of ARN Card
- Copy of AMFI/NISM Certificate
- Certified true copy of Partnership Deed (In case of a Partnership Firm)
- Certified true copy of Memorandum & Articles of Association (In case of a company)
- Certified true copy of Resolution of Firm/Company and Authorized Signatory List
- Bank Account Details of Distributor - Bank Name/Branch/Number
- Copy of cancelled cheque
- KYD Acknowledgement
- List of Sales Persons/Employees with EUIN

## Distributor Empanelment Agreement

(for offline/online/paperless distribution)

THIS AGREEMENT is entered on the date mentioned in the Schedule to this Agreement ("Schedule") between Canara Robeco Asset Management Company Limited (Asset Management Company to Canara Robeco Mutual Fund ("CRMF")) a company incorporated under the Companies Act, 1956, having its registered office at 4th Floor, Construction House, 5 Walchand Hirachand Road, Ballard Estate, Mumbai - 400 001 ("CRAMC") of the FIRST PART.

AND

The Individual/Entity, details of which are mentioned in the Schedule attached to the Agreement (hereinafter referred to as "Distributor", which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns) of the SECOND PART;

Distributor and CRAMC are hereinafter collectively referred to as "Parties" and individually as "Party".

WHEREAS with effect from the effective date mentioned in the Schedule and on and subject to the terms and conditions mentioned in this Agreement, CRAMC has agreed to empanel the Distributor as CRAMC's distributor for distribution and procuring subscriptions for various schemes launched by CRMF from time to time (hereinafter referred to as "the Business") either through offline distribution or through an online platform/Portal of the Distributor.

### 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 CRAMC on behalf of CRMF.
2. The Distributor and its employees or representatives who are involved in the distribution of the units of the schemes of CRMF represent and warrant that they are authorised to act as a distributor of mutual fund product(s) and have passed the necessary National Institute of Securities Markets (NISM) Certification Test and obtained a Employee Unique Identification Number (EUIN) from AMFI apart from AMFI Registration Number (ARN). The Distributor shall ensure that its employees quote the EUIN in the Application Form for investments.
3. The Distributor shall ensure that his/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/regulations to perform its obligations hereunder during the term of empanelment 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. Distributor agrees to comply with all the applicable circulars/guidelines/notifications/regulations of SEBI, AMFI and other statutory and regulatory authorities issued from time to time including but not limited to the following:
  1. Holding of valid certificate issued by AMFI/NISM;
  2. Disclosure of all types of commission payments
  3. Code of Conduct
  4. Advertisements and sales literature
  5. Discontinuation of intermediate pooling of funds and/or units for Mutual Fund transactions
  6. Data Sharing Principles
5. The Distributor and his/its employees who will be involved in distribution of units of the schemes of CRMF must carry out such directions and instructions as may be issued by CRAMC 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 Distributor and its Employees including Sub-Distributors 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 CRMF 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 CRMF or any scheme of CRMF except those contained in the relevant SID, SAI, KIM and/or the marketing material issued by CRAMC.
8. 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.
9. The Distributor shall use only the SID, SAI, KIM and marketing material as is provided to him/it by CRAMC and the Distributor shall not design his/its own marketing material in respect of any scheme of CRMF unless he/it has obtained prior written approval of CRAMC for the same.
10. 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.
11. 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.
12. The Distributor is not permitted to accept/receive cash towards investment in units of any scheme of CRMF or otherwise on behalf of CRAMC 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 "CANARA ROBECO MUTUAL FUND COLLECTIONS" as mentioned in the SID/KIM. The Distributor shall not, on behalf of CRAMC, 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 CRMF.
13. 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. In case of NRI/PIO investors, the Distributor shall carry out enhanced due diligence specified by CRAMC, before processing the investments.
14. The Distributor shall, pursuant to the SEBI Circular No. SEBI/IMD/CIR No.12/186868/2009 dated 11th December, 2009 and the Process Note issued by AMFI by its letter No.35P/MEMCOR/7/09-10 dated 28th January, 2010, forward/submit to CRAMC/its Registrar & Transfer Agent ("RTA") transaction/customer related documents including electronic logs (in case of online distribution) within such timelines as specified by SEBI/AMFI prior to investment by the customer in any Schemes of the Fund. The Distributor also agrees to comply with any changes or modifications as may be advised by SEBI/AMFI and/or such other body from time to time in this regard. The Distributor hereby acknowledges that the transactions without support of the documents set out in the said circular/process note are liable to be rejected.
15. The Distributor agrees to comply with the requirements specified by SEBI regarding classification of transactions as 'Advisory' or 'Execution only' apart from complying with SEBI (Investment Advisers) Regulations, 2013, if applicable.
16. <sup>1</sup>The Distributor may facilitate distribution of CRMF Schemes through its **online platform/portal**, with or without opting for 'paperless transactions', to its customers subject to the following:
  - (i) The Distributor shall inform CRAMC by a written communication atleast 15 working days prior to commencing online distribution to enable CRAMC to make appropriate/requisite arrangements for exchange of transaction details and other records between its RTA and the Distributor.  
Any online transactions forwarded by the Distributor without prior intimation as mentioned above will not be accepted and CRAMC/CRMF, its officers or representatives shall not be liable for any dispute/loss caused to the investor arising out of such rejection of transaction.

<sup>1</sup>Note: Clause 16 is not applicable for Offline Distribution.

- (ii) It shall be the sole responsibility of the Distributor to procure and submit to CRAMC/its RTA all necessary documents and transaction details including electronic log feeds of the Investors.
- 1 Note:** Clause 18 is not applicable for Offline Distribution.
- (iii) The Distributor shall be solely responsible for carrying-out the mandatory CKYC (Central Know Your Client) process. The Distributor shall at all times be responsible and/or liable for maintenance, safe-keeping and confidentiality of the investors' data. Accordingly, the Distributor shall ensure compliance with Data Sharing Principles set out in AMFI Best Practice Guidelines Circular No.99 /2021-22.
- (iv) The Distributor shall keep the said Online Portal updated with the Scheme related information and shall ensure that the same is in line with regulatory mandates, industry practices and/or instructions of CRAMC by means of Circular/Notice.
- (v) The Distributor, for the purpose of providing its services under this Agreement, shall, at all times during the term of this Agreement, comply with Information Technology Act and applicable rules & regulation and shall maintain such resources and transmission infrastructure and equipment as are reasonably necessary to maintain a high standard of transmission of data in terms of timing, quality, reliability, authenticity, integrity and content.
- (vi) The Distributor confirms that it has requisite and robust system in place to ensure that the funds remitted towards subscription to the units of the Scheme of the Mutual Fund, is made from the verified Bank Account of the First Unit holder/Joint Bank Account in which applicant is one of the holder and registered with the Investor's Folio. No third party payments will be permitted and if CRAMC becomes aware of the same, the said transaction shall be at the sole discretion of CRAMC subject to rejection. The Redemption payments and the Dividend pay-outs shall be credited directly into the bank accounts of the Investors.
- (vii) The Distributor shall ensure adequate security, alerting and monitoring of its online platform/portal at all points in time. The Distributor shall advise CRAMC/RTA in case any significant alerts, security breaches or other incidents including a significant attack on the Website having the effect of disrupting the service provided under this Agreement are detected.
- (viii) The Distributor confirms that it has robust IT security and controls in place to protect its Clients confidentiality including controls as required under IT (Reasonable Security Practices & Procedures and sensitive personal data of information) Rules, 2011 as amended from time to time.
- (ix) The Distributor shall at all times use reasonable endeavours to ensure that system/platform is/will not be contaminated by any Harmful Code and will, in the event of any Harmful Code being detected or suspected, notify CRAMC as soon as possible and make reasonable efforts to ensure that such Harmful Code is removed. Further, the Entity in the event of interruption of any service or loss of use and/or access to the Online Mode shall restore the service and/or access to the Online platform/portal within the earliest possible time.
- "Harmful Code" means any computer code, programming instruction or set of instructions that is intentionally and specifically constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or hardware without the consent or intent of the computer user. This definition includes but is not limited to self-propagating programming instructions commonly called viruses or worms.
- (x) The Distributor shall ensure that IT logs of the Investor including the consents given electronically by the Investor are captured for all electronic transactions and stored as a record. All transactions provided by the Distributor to the RTA should be accompanied with the IP address of the Investor for transaction.
- The Distributor shall retain these records in electronic form in such a manner that:
- the information contained therein remains accessible so as to be usable for a subsequent reference;
  - the electronic record is retained in the format in which it was originally generated, sent or received or in a format which can be demonstrated to represent accurately the information originally generated, sent or received;
  - the details which will facilitate the identification of the origin, destination, date and time of dispatch or receipt of such electronic record are available in the electronic record.
17. The Distributor shall communicate to CRAMC and/or the RTA all requests for changes in bank account, bank branch, nomination, dividend reinvestment status, etc., in respect of any folio alongwith physical copy of the logs of the request and relevant supporting documents received from investor within 2 working days of its receipt. CRAMC/the RTA shall act on all valid requests in accordance with the Regulations and terms of the Offer Document(s) of the Scheme(s). All non-financial transactions/requests shall be in the form of physical records or by e-mails. CRAMC and/or its RTA will effect changes of all such non-financial requests sent through e-mails, only if they are sent from an authorised email address of the Distributor.
18. The Distributor agrees to comply with the process as may be prescribed/changed or modified by the RTA for execution of transactions covered herein.
19. 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 CRMF from such investor.
20. The Distributor agrees not to distribute the products of CRAMC to such investors who are either banned from investing in India or prohibited by SEBI.
21. The Distributor shall not in any way pledge or create/have any lien or charge on the assets of the CRAMC, CRMF, the trustees of CRMF or any investor, that are in its possession, towards the fees payable to the Distributor for the services rendered herein.
22. CRAMC may call upon the Distributor to furnish any information or statistics including but not limited to his business with respect to other mutual fund(s).
23. The Distributor shall neither use nor display the name, logo, mark or any intellectual property of CRAMC/CRMF (or any things identical thereto) in any manner whatsoever, except as permitted by CRAMC.
24. The Distributor shall do all acts, deeds and things necessary on behalf of the CRMF/CRAMC to enhance the investors' confidence and interest in the CRMF and ensure that the interests and reputation of the CRMF/CRAMC are fully protected at all times and shall not undertake any obligation or incur any liability on behalf of the CRMF/CRAMC.
25. 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 CRAMC and shall provide complete assistance to CRAMC for redressal of complaints.
26. CRAMC 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 CRMF. 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 CRMF.

#### **FEES AND CHARGES PAYABLE TO THE DISTRIBUTOR:**

27. The Commission and the periodicity of its payments for each scheme of CRMF will be decided by CRAMC at its discretion. Further, CRAMC 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 CRMF subject to such other terms and conditions as may be applicable.
28. CRAMC 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 may be required by the CRAMC.
29. The Distributor shall not have any right or claim against the CRMF/CRAMC for any loss, actual or notional, incurred by it due to any revision made by the CRAMC in commission or any change of terms and conditions of distribution.
30. In case the Distributor receives any commission or any other amount which is not due or payable to the Distributor, CRAMC/CRMF 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 claw back, if applicable, as laid down in SEBI circular no. CIR/IMD/D1F/21/2012 dated September 13, 2012 and AMFI communication No. 35P/MEM-COR/38/2012-13 dated January 22, 2013.
31. The commission/brokerage payable by CRAMC in respect of distribution of Mutual Fund Units by the Distributor will be as per the brokerage structure notified by CRAMC from time to time and will be inclusive of all taxes, cesses, charges and levies.

#### **INDEMNITY:**

32. The Distributor hereby declares and covenants to defend, indemnify and hold the trustees of CRMF, CRAMC 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 terms, covenants and conditions or other provisions hereof, or any SID(s)/SAI or any actions or omissions thereunder;
  - Any failure to comply with applicable legislation, statutes, ordinances, regulations, circulars administrative rulings or requirements of law;
  - The misfeasance, malfeasance, negligence, defaults, misconduct or fraudulent acts of and/or by the Distributor or its representatives, employees, directors, agents, representatives; and
  - 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.
  - Fraudulent, improper, incorrect, wrongful or negligent performance, work, service, act or omission by the Distributor including any of its employees, and representatives;
  - Willful misconduct of the Distributor or any of its employees, Distributor (including sub-Distributor) and representatives.
  - 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:**

33. The empanelment of the Distributor shall continue to remain in full force and effect unless terminated by CRAMC or the Distributor, in accordance with the provisions contained herein. CRAMC shall be entitled to terminate the engagement of the Distributor forthwith, if:
- 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 CRAMC/CRMF or any unit holder of CRMF.
  - 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 CRAMC/CRMF;
  - 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 CRAMC for a considerable period of time. CRMF also reserves the right to suspend brokerage under such circumstances.
34. Further, CRAMC shall have the right to terminate the empanelment of the Distributor, without any cause or assigning any reason, at any time by giving 30 (thirty) days' notice to the Distributor. The Distributor may also terminate his engagement with CRAMC at any time by giving a 30 (thirty) days' notice to CRAMC.
35. The empanelment of Distributor shall stand automatically terminated, without notice from CRAMC, upon disqualification or withdrawal of necessary authorisation(s)/permissions applicable to the Distributor.
36. Upon termination, the distributor shall forthwith return to CRAMC all documents, papers and material pertaining to and/or belonging to CRAMC/CRMF.

**CONFIDENTIALITY:**

- 37. 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 the information which 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 Governmental Agency or a court of competent jurisdiction shall not be considered Confidential Information.
- b) Each Party further acknowledges and agrees to protect Confidential Information with 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 CRAMC mutually agree that they shall keep the Personal Information and/or Sensitive Personal information that is 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. 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 covenants of confidentiality set forth herein shall survive and continue and be maintained from the date hereof even after the termination of this Agreement.

**MISCELLANEOUS:**

- 38. 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, CRAMC reserves the right to reject the empanelment. The first source of updating information will be from AMFI Database.
- 39. The Distributor hereby specifically authorises CRAMC to obtain KYD documents/records of the Distributor from KYD/CDMS/AMFI. If the CRAMC 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 CRAMC 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 CRMF/CRAMC, in order to comply with the provisions of Know Your Distributor norms laid down by AMFI/SEBI as amended from time to time.
- 40. CRAMC reserves the sole right and discretion to change the status category of the Distributor.
- 41. The empanelment of the Distributor as a distributor of CRMF products shall be on a non-exclusive basis. The relationship between CRAMC and the Distributor is that of principal to principal and does not create any agency relationship or employee-employer relationship between CRAMC and the Distributor.
- 42. In respect of all disputes arising under this engagement, the courts at Mumbai alone shall have jurisdiction, in accordance with the laws of India.
- 43. The statements and declarations made by the Distributor herein are the basis of his empanelment as a Distributor.
- 44. The empanelment of the Distributor as a distributor of CRMF is subject to written confirmation from CRAMC. The Distributor shall promptly provide on periodic written declaration/confirmations along with supporting documents as required by CRAMC to ensure compliance with all applicable laws/rules/regulations/guidelines/SEBI/AMFI circulars.
- 45. The Distributor shall not restrict the right of investor for changing the distributor, if the investor wishes to do so.
- 46. The Distributor understand/s that if he/they submit/s any Offline/physical transaction application to CRAMC which require physical signature, such transaction will be processed by CRAMC/RTA only if the signature on the application matches with the signature as available with KYD/CDMS/AMFI records. The Distributor agree that any mismatch in signature would result in rejection of his/its request.
- 47. The Parties do hereby agree to adhere to the guidelines issued by SEBI regarding Third Party Verification and Two Factor Authentication ('2FA') for investment and redemption of units and discontinuation of pool accounts vide circulars No. SEBI/HO/IMD/IMD-1 DOF5/P/CIR/2022/41 dated 31st March, 2022 and Circular No. SEBI/HO/IMD/IMD-IDOF1/P/CIR/2022/132 dated 30th September 2022.
- 48. The Distributor, in order to comply with the directives issued by SEBI (vide circular No. SEBI/HO/IMD-SEC-1/P/OW/2023/ 0000016783/1 dated 26 April 2023), undertakes that:
  - a) It would enable online SIP cancellation/ Pause feature for SIPs registered on its Electronic Platform.
  - b) It undertakes to promptly upload / share all the relevant transaction feed / information including the SIP cancellation / pause details to CRAMC/ RTA for updation of records maintained by CRAMC/RTA;
  - c) In the event of failure to comply with the above requirements, the Distributor shall be liable to pay a penalty equivalent to the amount of loss, if any, incurred by the investors or CRAMC.

**Schedule**

1.	Date of Agreement	<input type="text" value="DD"/> - <input type="text" value="MM"/> - <input type="text" value="YYYY"/>
2.	Distributor's Name	
3.	Address	
4.	Effective Date from which the Distributor is empanelled by CRAMC as a Distributor	

(to be filled in by CRAMC)

**IN WITNESS WHEREOF** the parties hereto have executed this agreement on the day, month and year first hereinabove appearing:

**SIGNED FOR AND ON BEHALF OF:** ..... (Distributor)

Name : \_\_\_\_\_

Designation : \_\_\_\_\_

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

**SIGNED FOR AND ON BEHALF OF: CANARA ROBECO ASSET MANAGEMENT COMPANY LIMITED**

Name : \_\_\_\_\_

Authorised Signatory : \_\_\_\_\_