

Distributor Empanelment Form



PGIM
India Asset Management

I/We wish to get empaneled for the below mentioned products and services offered by PGIM India Asset Management Private Limited (Please tick as applicable):

☐ Mutual Funds ☐ Alternative Investment Funds ☐ Portfolio Management Services

1 ORGANISATION / INDIVIDUAL DETAILS

Name of the Organisation/Individual (Mr/Ms/M/s)

Contact Person (Mr/Ms) (For Non Individuals only)

Address for Communication*

City State Pin

PAN* Landline No.

Mobile No. E-mail

Status (Please tick) ☐ Individual ☐ Sole Proprietorship ☐ Partnership Firm ☐ Company ☐ Society / Trust ☐ Others

Classification (Please tick) ☐ National ☐ Bank ☐ Regional ☐ IFA ☐ Fintech ☐ Institutional

Recent passport
size Photograph
(only for individuals)

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

(ARN / APRN is mandatory)

NISM Registration No.* Passed on Valid Upto

ARN / APRN No.*

3 BANK ACCOUNT DETAILS FOR BROKERAGE / OTHER PAYMENTS* (Default option of payment - Direct Credit)

Bank Name Branch

City State

A/c No. A/c Type ☐ Savings ☐ Current

MICR Code IFSC Code* (Please enclose a copy of a cancelled cheque of the above bank account.)

4 ADDITIONAL INFORMATION (Change in Authorised Person shall be communicated to PGIM India Mutual Fund)

Date of Birth Date of Incorporation GST Details ☐ Yes ☐ No

GST No. Place of Service

State/UT HSN/SAC Code

5 BUSINESS DETAILS

No. of Investors Experience in years

Experience in Selling (Please tick)

☐ Insurance (Rs.) ☐ Fixed Deposits (Rs.)

☐ Bonds (Rs.) ☐ IPOs (Rs.)

Funds Mobilised in MF

Equity AUM Debt AUM

Total AUM

Do you deal or will you be interested in dealing in Portfolio Management Services and Alternative Investment Products? ☐ Yes ☐ No

If Yes, current AUM ☐ >100 Cr. ☐ <100 Cr.

6 INFRASTRUCTURE DETAILS

Operating from Office ☐ Yes ☐ No Office Area (Sq.ft.) No. of Branches No. of Employees No. of Sub Broker

Association as a Sub-Broker / Franchisee for Mutual Funds ☐ Yes ☐ No If Yes, with

7 NOMINATION DETAILS (For Individuals & 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.

Nominee Name

Date of Birth Relationship

Guardian's Name (Inc case of Minor)

*Address of

Nominee / Guardian

City State PIN

Signature of Nominee / Guardian

All fields marked with * are mandatory

8 DECLARATION

- ☐ **General Declaration:** I/We hereby declare that the information furnished herein is complete and correct in all respects. I/We undertake to abide by (a) such guidelines, code of conduct and other circulars etc. issued by SEBI and/or AMFI that may be applicable to me/us, and (b) the terms and conditions stated overleaf as amended from time to time.

Conflict of Interest Declaration:

- ☐ I/We hereby confirm that neither I/We, nor any of our directors, any key employees have any interests, affiliations, or relationships with PGIM India Asset Management Private Limited, including its associates, group companies, that could lead to any potential conflict of interest with respect to this empanelment.
- ☐ I/We hereby confirm that I/We, or any of our directors, any key employees have interests, affiliations, or relationships with PGIM India Asset Management Private Limited including its associates, group companies, that can lead to potential conflict of interest.

In the event of Conflict of Interest (declared above), kindly provide the nature of conflict below :-

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Date

--	--	--	--	--	--	--	--

Place

--

Authorised
Signatory

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(Rubber Stamp in case of Non-individuals)

TERMS AND CONDITIONS

The terms and conditions as stated below applies to all the services, unless otherwise specified:

I. COMMON TERMS AND CONDITIONS

- (1) The statements made/information provided by the Distributor in this Distributor Empanelment Form (the "Form") and the declaration made therein read with these terms and conditions ("Terms and Conditions") shall be the basis of the contract between the AMC and the Distributor. The Distributor agrees to abide by these Terms and Conditions and rules in force and the changes in the Terms and Conditions from time to time relating to the distributorship.
- (2) The appointment as the Distributor will be at the sole discretion of the AMC and will be subject to written confirmation by AMC. The appointment of the Distributor will commence on the date stated in the letter of empanelment issued by the AMC.
- (3) The Distributor and his/her /its representatives shall carry out such directions and instructions as may be issued by the AMC in this regard from time to time.
- (4) The Distributor shall immediately notify the AMC in writing if any of his/her/its personnel or representative has committed any act amounting to moral turpitude, financial irregularities or has been arrested by the police or has been relieved from the services/employment of the Distributor. Upon receipt of such notice from the Distributor, the AMC may suspend the agency of the Distributor and withhold the payment of the commissions/brokerage etc. as it deems fit.
- (5) The Distributor hereby agrees that if he/she/it appoints any sub-agent(s) or any representative(s) directly or indirectly, then in that case the Distributor will be responsible for all the acts of omission and commission of such sub-agent(s)/representative(s) to AMC and to third parties.
- (6) The Distributor will not have any lien or charge on the application forms, documents, agreements signed by the investors, cheques in drafts or requests for subscription to products and services offered by the AMC in any manner whatsoever, for the fee or any other amounts payable to the Distributor for distributing the products/services to the investors.
- (7) The Distributor agrees to comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, SEBI (Alternative Investment Funds) Regulations, 2012, SEBI (Portfolio Managers) Regulations, 1993, Prevention of Money Laundering Act, 2002 and rules and guidelines issued thereunder by SEBI and/or any other regulatory authority from time to time and shall strictly abide by SEBI guidelines on advertisements / sales literature in respect of mutual funds and the Code of Conduct for Distributors as specified at all times in applicable laws. The Distributor also agrees to comply with the guidelines issued by Association of Mutual Funds in India (AMFI), APMI, IVCA or any other self-regulatory body relating to distribution of respective products/services.
- (8) The Distributor's fee (i.e. commission/brokerage, etc.) and the periodicity of its payments for each product(s) will be solely decided by the AMC. Further, the AMC has the right to prospectively revise the same, as it thinks fit. The Distributor shall be eligible to receive the fee subject to such other terms and conditions as may be applicable. The Distributor in order to claim or receive the fee shall clearly, legibly and correctly affix its details at the concerned place of the application forms. The payment of the fee shall be subject to the applicable tax laws of India.
- (9) The Distributor also acknowledges that it is not entitled to receive any fee in any manner whatsoever, on its own investments and shall inform the AMC if it receives such fee erroneously or receives any amount, not due or payable to the Distributor and shall forthwith reimburse such amount to the AMC. The AMC shall also be entitled to recover or adjust or set off all such amounts paid wrongly to the Distributor and the AMC shall not be liable/responsible in any manner whatsoever for the same. The Distributor shall not have any claim against the AMC, arising out of any revision in the rate of fees or change of terms and conditions of distribution.

II. REPRESENTATIONS AND WARRANTIES

- (1) The Distributor undertakes to refer potential Clients who (as far as the Distributor is aware) are of good standing and reputation.
- (2) The Distributor hereby represents, warrants, covenants and undertakes to the Manager that:
 - a) it is aware of and has complied, and will continue to comply, with all relevant statutory and regulatory provisions applicable to the respective products / services being distributed, including any applicable licensing requirements under the relevant jurisdictions in order to perform the services hereunder;
 - b) no action or any other steps have been taken and no legal proceedings have been started or (to the best of its knowledge and belief) threatened against the Distributor for the winding-up of the Distributor or appointment of a receiver, judicial manager, administrator, administrative receiver, compulsory manager, trustee or similar officer of the Distributor or of any or all of its assets;
 - c) it shall be solely responsible for its tax liabilities and the related reporting and other procedures and obligations; and

- d) it shall not receive, directly or indirectly, any commission from the Client in respect of any product(s) and/or services being availed by the Client from the Manager except the Fee payable by the Manager in accordance with this Agreement.
- (3) The Distributor must act in its own name and for its own account at all times. It may not present itself in any way as acting in the AMC's name and/or for its account. In particular, it may not enter into any obligations on behalf of the AMC nor issue guarantees which are binding on the AMC.
- (4) The Distributor hereby undertakes, confirms and agrees to the Manager that, the obligations and duties of the Distributor are solely administrative in nature and the Distributor is not a trustee for the Client, and neither this empanelment nor any action taken by the Distributor hereunder shall constitute the Manager and the Distributor a partnership, association, joint venture or other common enterprise;
- (5) The Distributor or its employees/agents/representatives shall not in any manner claim to be an employee, owner or shareholder, director or promoter of the AMC to the Clients;
- (6) The Distributor shall circulate marketing material, literature or any other information/documents in connection with the product(s) and/or services rendered by AMC ("Marketing Material") for its interactions with the Clients. The Distributor shall not circulate Marketing Material, unless such Marketing Material is pre-approved by the AMC in writing.
- (7) The Distributor shall ensure that appropriate risk profiling of client and its suitability assessment is undertaken. The Distributor shall be transparency with the client with respect to including but not limited to disclosure of terms and conditions, features of products including any risks, commissions receivable shall be undertaken by the Distributor. The Distributor shall not rely only past performance of any product while undertaking assessment of a product and its suitability.
- (8) The Distributor agrees to maintain confidentiality and secrecy of all information received by it and/or its personnel either directly or in the course of dealing with the AMC and or its employees and/or its clients. The Distributor further undertakes to utilize such information only for the purposes of providing their distribution services and not for any other purpose which may prove detrimental to the interest of the AMC and/ or its employees and /or its clients;
- (9) The Distributor shall not (i) issue any advertisement in relation to the AMC or its affiliates or hold out on behalf of the AMC or its affiliates; and/or (ii) provide information of any kind relating to the AMC or its affiliates to the press by way of interviews, press releases or otherwise;
- (10) The Distributor shall obtain and at all times maintain all authorisations, licences and registrations including but not limited to ARN, APRN, NISM etc, if required under the applicable laws for the purposes of the performance of any of its duties and obligations under this Agreement;
- (11) The Distributor shall assist the Client in relation to all the documentation required for availing the services or products offered by the AMC for which the Distribution Services are engaged under this Agreement. The Distributor shall remain liable for any loss of documentation in course of transit between the Distributor and the Client or between the Distributor and the AMC;
- (12) The Distributor shall be responsible for providing required support in complying with applicable know your client (KYC) norms and prevention of anti-money laundering (AML);
- (13) The Distributor shall promptly inform the AMC of the complaints or queries received from the Clients;
- (14) Neither the AMC nor any of its affiliates shall be responsible to any Client for any loss or damage which any such Client may suffer or incur, as a result of any misrepresentation, negligence or default or mis-selling by the Distributor or breach by the Distributor of any term or condition of this Agreement;
- (15) The Distributor shall not indulge in the act of churning Client's investments with the objective of earning higher Fees from the AMC or other third parties; and
- (16) The Distributor shall not engage in any acts or conduct that results in defamation, monetary damage, loss of good will or discontinuation of patronage by any Client of the AMC during or after the term of this Agreement.

III. MUTUAL FUND DISTRIBUTION TERMS

- (1) The Distributor agrees and undertakes to read and understand the Statement of Additional Information (SAI) and Scheme Information Documents (SIDs) of the respective scheme(s) of PGIMIMF (including any addenda issued thereto) carefully and explain the market risks, investment risks, investment objectives, and the special features of the schemes to the investors.
- (2) The Distributor shall not make any representation concerning schemes of PGIMIMF except those contained in the SAI and SIDs of the respective schemes and the Key Information Memoranda (KIM) containing Application Forms and printed information issued by the AMC from time to time.
- (3) The Distributor agrees to use only such latest SAI, SID, and KIM and advertising material provided by the AMC and the distributor shall not design his/her own advertisement of the Scheme(s) of PGIMIMF unless he/she /it has obtained prior approval in writing from the AMC.

- (4) The Distributor agrees that he/she/it will not use any unethical means to sell, market or induce any investor to buy units of the schemes of PGIMIMF. The Distributor also agrees that he/she/it shall not give any indicative portfolio and indicative yield in any communication, in any manner whatsoever with regards to schemes of PGIMIMF.
- (5) The Distributor agrees that he/she/it will not rebate/pass on the commission/brokerage to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits which are extraneous to the schemes of PGIMIMF.
- (6) In accordance with the SEBI Circular dated June 30, 2009, abolishing entry load, upfront commission, if any would be paid by the investor directly to the Distributor, based on the investor's assessment of various factors including the service rendered by the Distributor. Distributor shall disclose to the investor(s) all the commissions (in the form of trail commission or any other mode) for the different competing schemes from amongst which the scheme(s) of PGIMIMF is/are recommended to the investor(s).
- (7) The Distributor shall not accept / receive cash on behalf of the AMC from the investors. The Distributor is not authorized to issue any money receipt for cheque(s) or demand drafts received along with the application form(s) on behalf of the AMC.
- (8) The Distributor shall provide self-certification in the prescribed format, certifying compliance with the applicable provisions of the extant SEBI (Mutual Funds) Regulations, 1996 and guidelines, and adherence to the Code of Conduct as prescribed by SEBI/AMFI for intermediaries of Mutual Fund at the end of every financial year to the AMC. The Distributor agrees that if the said self-certification is not provided by him/her / it as required, the AMC shall be entitled to withhold the payment of commission / brokerage till receipt of the certificate.
- (9) All employees, personnel, sub-agents and representatives of the distributor engaged in sales and marketing of the units of the Schemes of PGIMIMF shall be certified and registered with AMFI and shall hold a valid AMFI Certificate, APRN and /or National Institute of Securities Markets (NISM) Certificate as prescribed by SEBI from time to time. Further, the Distributor shall on request by the AMC at any time and from time to time, provide a declaration to the above effect. In addition, the AMC shall have the right to call for copies of AMFI / NISM Certificates of all personnel, subagent(s) and representative(s) of the Distributor engaged in sales and marketing of the Units of the schemes of the PGIMIMF and they shall forthwith be required to furnish the same.

(10) APPLICABLE TO INDIVIDUAL DISTRIBUTORS

The Distributor shall have at least 12 investors with the AMC, within one year of empanelment; alternatively, he/she shall furnish an undertaking to the AMC stating that he/she has serviced at least 25 investors across all mutual funds; this undertaking would form part of his/her annual self-certification as specified hereinabove.

(11) APPLICABLE TO NON-INDIVIDUAL DISTRIBUTORS

- (a) If 75% or more of the gross funds mobilized by the Distributor within one year of empanelment are from associates, then, the Distributor shall, furnish an undertaking stating that it had serviced at least 200 investors other than associates and/or employees of the said associate(s) during the said period. This undertaking would form part of its annual self-certification as specified herein.
- (b) Corporate distributors obtaining empanelment with AMC is required to have at least 100 investors from non-associates within one year of empanelment or have average assets under management of at least Rs. 1 Crore with the AMC which are not from associates (being subsidiary and holding companies) with in the period of one year of empanelment.
- (c) The Distributor agrees that the limits prescribed above shall be liable to change as per the guidelines / recommendation(s) issued by AMFI/SEBI from time to time.
- (d) The Distributor shall be responsible for proper affixation of the ARN numbers on the application forms. The AMC shall not be responsible in case of any disputes, if the same is not properly affixed by the Distributor. In accordance with the SEBI Circular dated June 30, 2009, abolishing entry load, upfront commission, if any would be paid by the investor directly to the Distributor, based on the investor's assessment of various factors including the service rendered by the Distributor. Distributor shall disclose to the investor(s) all the commissions (in the form of trail commission or any other mode) for the different competing schemes from amongst which the scheme(s) of PGIMIMF is/are recommended to the investor(s).
- (e) The Distributor hereby declares that it does not fall under any of the criteria mentioned in the Para 5.7 of the SEBI Master Circular. At anytime if the Distributor falls under any of the said criteria, the Distributor shall intimate the AMC immediately and comply with the aforesaid SEBI circular.
- (f) All employees, personnel, sub-agents and representatives of the distributor engaged in sales and marketing of the units of the Schemes of PGIMIMF shall be certified and registered with AMFI and shall hold a valid AMFI Certificate, APRN and /or National Institute of Securities Markets (NISM) Certificate as prescribed by SEBI from time to time. Further, the Distributor shall on request by the AMC at any time and from time to time, provide a declaration to the above effect. In addition, the AMC shall have the right to call for copies of AMFI / NISM Certificates of all personnel, subagent(s) and representative(s) of the Distributor engaged in sales and marketing of the Units of the schemes of the PGIMIMF and they shall forthwith be required to furnish the same.

IV. PORTFOLIO MANAGEMENT SERVICES DISTRIBUTION TERMS

1. The Distributor undertakes to abide by the standard Code of Conduct as may be mandated by any relevant authorities under the Applicable laws or by the Portfolio Manager, from time to time.
2. Disclose to the client, the commissions receivable towards the investment approaches being offered by the AMC. The commissions shall be payable to the Distributor only on trail basis and from the fees received by the AMC.
3. The Distributor, all employees, personnel, sub-agents and representatives of the distributor engaged in sales and marketing of portfolio management services shall hold a valid certification from the National Institute of Securities Markets i.e. the NISM-Series-XXI-A: Portfolio Management Services at all points of time.
4. The Distributor shall on request by the AMC at any time and from time to time, provide a declaration to the above effect. In addition, the AMC shall have the right to call for copies of NISM Certificates of all personnel, subagent(s) and representative(s) of the Distributor engaged in sales

and marketing of portfolio management services and they shall forthwith be required to furnish the same.

5. The Distributor shall provide a self-certification in the prescribed format, and adherence to the Code of Conduct as prescribed by APMI within 15 days from the end of every financial year to the AMC. The Distributor agrees that if the said self-certification is not provided by him/her / it as required, the AMC shall be entitled to withhold the payment of commission / brokerage till receipt of the certificate.
6. The Distributor acknowledges the right of Client to continuation of the contract and its investment with the Company through any broker/distributor of its choice and discontinuance of contract between the Distributor and the Client (if any) will not have any effect to the contract between the Company and the Client.

V. ALTERNATIVE INVESTMENT FUND DISTRIBUTION TERMS

- (1) The distribution of AIF shall be undertaken strictly on private placement basis;
- (2) Disclose to the client, the commissions receivable towards the AIF being offered by the AMC. The commissions shall be payable to the Distributor only on trail basis and from the fees received by the AMC.
- (3) The Distributor acknowledges the right of Client to continuation of the contract and its investment with the Company through any broker/distributor of its choice and discontinuance of contract between the Distributor and the Client (if any) will not have any effect to the contract between the Company and the Client.
- (4) All employees, personnel, sub-agents and representatives of the distributor engaged in sales and marketing of the shall be certified and hold registration as may be prescribed under the applicable laws from time to time. In addition, the AMC shall have the right to call for copies of Certificates of all personnel, subagent(s) and representative(s) of the Distributor engaged in sales and marketing of the Units of the AIF and they shall forthwith be required to furnish the same.

VI. BROKERAGE COMMISSION

- (1) The Distributor fulfilling the empanelment criteria as per the Code of Conduct and best practices for intermediary prescribed by SEBI, AMFI, APMI shall be entitled to receive brokerage for all business brought/ funds mobilized by him/her/it for AMC till the subsistence of the distributorship, except on the investments made in his/her/its own name. The brokerage will be paid to the Distributor at the rates(s) prescribed by the AMC. Provided, however, that the rate(s) are subject to revision as per the discretion of the AMC from time to time and the Distributor shall be bound by such changes. The commission/brokerage so paid to the Distributor shall be inclusive of all cost, charges, expenses, cesses, levies and requisite taxes at the applicable rate(s) in force.
- (2) The distributor shall not have any claim against the AMC/Trustee/ PGIMMF/ PGIM AIF / PMS for any loss incurred by him/ her/it as not anticipated and arising out of any revision in the rate(s) of the commission/brokerage for business brought/funds mobilized.
- (3) To avail the facility of direct credit of brokerage payment, the Distributor shall submit a copy of a cancelled cheque leaf for the records of AMC. AMC reserves the right to pay brokerage/commission by cheque/demand draft even if the Distributor has opted for direct credit of brokerage.
- (4) In case of non-compliance of any of the Terms and Conditions mentioned herein and noncompliance of guidelines of SEBI/AMFI/APMI or guidelines issued by any other regulators, the AMC may suspend further business and pay-out of the commissions etc. until the same is complied with.
- (5) In case of termination of engagement as distributor, the AMC shall not pay any trail commission after the termination of the agency of the distributor for overall business brought/funds mobilized by them for AMC before the termination of the distributor engagement.

VII TAXES AND LEVIES

- (1) Both Parties shall comply with the provisions of Goods and Services Tax Laws (hereinafter referred to as "GST Laws" which includes but is not limited to Goods and Services tax Act shall mean Central Goods and Services tax Act, 2017 ('CGST'); Union Territory Goods and Services tax Act, 2017 ('UTGST'); Respective State Goods and Services tax Act 2017 ('SGST') and Integrated Goods and Services tax Act, 2017 ('IGST')). Any change in details such as address, GSTIN and contact details shall be intimated to other Party within 10 (ten) days of change.
- (2) Both Parties shall be responsible for complying with the requirements of GST Laws such as, including but not limited to, issuing invoice as per GST Laws requirement, uploading the details of the same on GSTN portal, filing of GST returns etc.
- (3) AMC shall not be held liable in case of any mismatch in the report generated by GSTN due to any omission by the Distributor in providing such information to the AMC.
- (4) AMC reserves the right to clawback or withhold any future brokerage payments for non/incorrect submission of GSTN details to AMC or for any liability, tax, interest, penalty, charges etc. arising on account of non-compliance of GST Laws.
- (5) Bills raised by the Distributor should carry tax rate as applicable under GST Laws.
- (6) Invoices for Mutual Fund commission shall be raised in the name of PGIM India Mutual Fund with following mandatory details of the Mutual Fund:

Name - PGIM India Mutual Fund
Address - 4th Floor, C Wing, Laxmi Towers, Bandra Kurla Complex,
Bandra East, Mumbai – 400 051
Place of Supply - Mumbai
GST No. - 27AABTP7548P1ZP

X

Authorised Signatory (s)
(With Rubber Stamp for Non-Individuals)

PGIM India Asset Management Private Limited

4th Floor, C Wing, Laxmi Towers, Bandra Kurla Complex, Bandra (East), Mumbai 400051

 partnerdesk@pgimindia.co.in  1800 268 7446 (Mon-Fri) (9:30 a.m. - 6:30 p.m.)

- (7) Invoices for PMS/AIF commission to be raised in favour of PGIM India Asset Management Pvt Ltd with mandatory information. GST payouts will be released only on receipt of Original/e-Invoice & post verification on GST portal.
- Name - PGIM India Asset Management Private Limited
Address - 4th Floor, C Wing, Laxmi Towers, Bandra Kurla Complex, Bandra East, Mumbai 400051
Place of Supply - Maharashtra
GST No. - 27AACCD9994M2ZQ

VIII PRINCIPAL TO PRINCIPAL

- (1) These Terms and Conditions are on a principal-to-principal basis and do not create and shall not be deemed to create any employer-employee relationship between the AMC and the Distributor and/or its personnel/ representative(s). The Distributor and/or its personnel/ representative(s) shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of the AMC or in any manner bind the AMC or hold out or represent that the Distributor is representing or acting as a distributor of the AMC, except as expressly provided in these Terms and Conditions or otherwise in writing.
- (2) The activities of the Distributor and its personnel/representative(s) shall not be construed to be activities of the AMC. Save and except as may be expressly permitted by the AMC in writing, the Distributor and its personnel/ representative(s) shall not at any time use the name, mark or logo of the PGIM in any sales or marketing publication or advertisement, or in any other manner without prior written consent of the AMC.

IX TERMINATION

- (1) The appointment of the Distributor shall be liable to be terminated by the AMC forth with:
- 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 (applicable for individual applicants);
 - If in the course of any judicial proceeding it is found that he/she /it or any of his/her / its personnel has knowingly participated in or connived at any fraud, dishonesty or misrepresentation, mis-selling, financial irregularities against the AMC or any Unit holder;
 - If the AMC is satisfied that any statement made in this Form was false or misleading or calculated to mislead;
 - If he/ she/ it acts in any other manner prejudicial to the interest of the AMC/ Trustee / Mutual Fund / alternative investment fund;
 - If he/ she/ it does not comply with applicable legislation, guidelines, statutes, ordinances, regulations administrative rulings or requirement of law; and
 - for non-compliance of any of the clauses of the Terms and Conditions specified herein and the changes made to the Terms and Conditions from time to time.
- (2) In addition to what is stated in the preceding paragraphs, the AMC shall have the right to terminate the appointment of the Distributor at any time by giving him/her/it 10-day notice without assigning any reason thereof. The Distributor may also terminate the agency at any time by giving 10-day notice to the AMC.
- (3) The empanelment shall stand automatically terminated without any notice from the AMC upon disqualification or withdrawal of Regulatory/ Government/ AMFI/APMI approval to act in the capacity contemplated herein. Upon any termination, the Distributor shall forthwith handover to the AMC, all documents, papers and material pertaining to AMC/Mutual Fund/alternative investment fund and/or belonging to AMC and funds /services managed/offered by it.
- (4) Upon termination of this engagement, the Distributor shall promptly return all copies of the documents, promotional and advertising literature, publications and materials and any other confidential information supplied by the AMC and shall have no claim, lien, set-off or any encumbrance or any other right, title of interest therein for any reason whatsoever.
- (5) Termination of this engagement shall be without prejudice to the accrued rights and obligations of the Parties and shall not affect the completion or settlement of any transactions, which have then already been
- (6) Upon Termination the payment accrued with respect to valid business undertaken by the Distributor shall be paid, in accordance with applicable laws.

X INDEMNIFICATION

- (1) The Distributor agrees and undertakes to keep and hold the employees, directors and agents of AMC, Trustee, PGIMMF, PGIM AIF, indemnified and harmless against all costs, expenses, claims,

liabilities, demands, prosecutions, damages and proceedings which may be caused to or suffered by or made or taken against the other Party arising out of:

- Any breach of terms, covenants and conditions or other provisions hereof, or offering documents under respective services of PGIMMF, PGIM AIF or any actions or omissions there under;
- Any failure to comply or non -compliance with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirement of law.
- Any improper or negligent performance, act or omission by the indemnifying Party or any of its officers, employees, agents or representatives or due to any accident leading to a third party liability.
- Either party making any misrepresentations based on information, documentation and/or literature relating to any funds/offering by AMC.
- The wilful misconduct by either parties or its employees, agents, affiliates, managers or advisors.
- The sub-agent(s) of the Distributor making any representations, which are not based on information, documentation and/or literature provided by AMC/Trustee/ PGIMMF, PGIM AIF as may be applicable;
- Any wrongful, dishonest, criminal, fraudulent act or wilful misconduct or gross negligence of the subagent(s)/representative(s) of the Distributor.

XI MISCELLANEOUS

- The Distributor will not, and will cause its agents, employees, officers, directors, shareholders, partners, subsidiaries, affiliates, and representatives associated with or acting on behalf of the AMC (collectively, the "Representatives"), and sub-contractors, if any, not to, directly or indirectly through a third-party intermediary, in connection with this engagement and the business resulting there from, offer, pay, promise to pay, or authorize the giving of money or anything of value to any person, including any FCPA Covered Person for the purpose of inducing such person or FCPA Covered Person (FCPA Covered Person includes any employee, agent or representative of a government outside of the United States, and any political party, party official or candidate outside of the United States. An FCPA Covered Person may also include royalty, legislators, representatives of state-owned enterprises (including sovereign wealth funds), and employees of public international organizations (including but not limited to the United Nations, International Monetary Fund, World Bank and other international agencies and organizations), regardless of rank or position, and any individuals acting on behalf of an FCPA Covered Person) to use his or her influence or position to affect or influence any act or decision of any business, government or governmental instrumentality, or any other legal person or entity, in order to assist in obtaining or retaining business for, directing business to, or securing an improper advantage for the AMC.
- The Distributor will, and will cause its Representatives and sub-contractors, if any, to maintain books and records that accurately reflect any payment of money or thing of value to an FCPA Covered Person, directly or indirectly, in connection with this engagement.
- Upon a good faith request by the AMC, the Distributor and its Representatives agree to cooperate with the AMC to determine if a violation has occurred.
- Each Party will comply with, and warrant that, it has complied with all applicable data protection and privacy legislations and regulations in India. The Distributor agree that any sharing of confidential and personal data of the investors by the AMC with the Distributor is done on the understanding that the Distributor shall ensure that all appropriate confidentiality obligations and technical and organizational security measures are in place to prevent any unauthorized or unlawful disclosure or processing of such information and data and accidental loss or destruction of or damage to such information or data.
- The Distributor shall provide for adequate support and submit data as and when sought for diligence and audits undertaken by AMC from time to time.

XII JURISIDICION

The Terms and Conditions hereof will be governed by the laws of India and in case of any dispute arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.

X

Authorised Signatory (s)
(With Rubber Stamp for Non-Individuals)

CHECKLIST

☐ Individual and Sole Proprietorship	☐ Non Individual
☐ Copy of the AMFI/APMI NISM Certificate ☐ Copy of ARN / APRN Letter & ARN Card / APRN Card ☐ Copy of the Cancelled Cheque ☐ Copy of PAN ☐ Copy of KYD Letter / Acknowledgment	☐ Copy of the AMFI/APMI NISM Certificate ☐ Copy of ARN / APRN Letter & ARN Card / APRN Card ☐ Copy of the Cancelled Cheque ☐ Copy of PAN ☐ Copy of KYD Letter /Acknowledgment ☐ Certified True copy of Memorandum & Articles of Association/Partnership Deed/Bye Laws/Incorporation Certificate etc ☐ Certified True Copy of Board Resolution or Authorisation on letter head confirmation distribution of MF/PMS/AIF ☐ List of Authorised Signatories with specimen signatures ☐ Proof of Identity and Address proof of Authorised Signatories & Shareholders holding more than 25% of the share capital of the Company

ACKNOWLEDGMENT SLIP (To be filled in by the Applicant)

Received from

Date

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PGIM
India Asset Management