

7. Nominee Details

Nomination details for Brokerage/ Commission (Incase of individual agents 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 (If Minor) * Relationship

*Guardian's Name (Incase of Minor)

*Address of Nominee/ Guardian

*City *State *Pin

Specimen Signature of Nominee/ Guardian

Signature of Associate

8. Declaration

Note: All fields marked with * are mandatory

I/We hereby declare that the information furnished herein is complete and correct in all respects. I/We undertakes 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.

Date

Place

Signature

For Office use only

Recommended by Relationship Manager/Associates: _____

Classification (any one)	FD (any one)	MF (any one)	Empanelment Fee Details
<input type="checkbox"/> National <input type="checkbox"/> IFA	<input type="checkbox"/> Premium	<input type="checkbox"/> Gold	Amount: Rs _____ Cheque No. _____
<input type="checkbox"/> Regional <input type="checkbox"/> Bank	<input type="checkbox"/> Super Premium	<input type="checkbox"/> Base	Bank Name _____ Cheque Date. _____
	<input type="checkbox"/> Base		Note: (Cheque of Rs. 1000/- in favour of RR IT Solutions Pvt. Ltd.)

Remarks : _____

RM Name : _____ Region Name _____ Regional Head: _____

Approved by : _____ Approved By : _____

Signature _____ Signature _____

Check List

Please check the following documents are enclosed:-

For Individual	For Corporates	For Partnership Firm
<input type="checkbox"/> Copy of the AMFI Certificate	<input type="checkbox"/> Copy of the AMFI Certificate	<input type="checkbox"/> Copy of the AMFI Certificate
<input type="checkbox"/> Copy of ARN Card	<input type="checkbox"/> Copy of ARN Card	<input type="checkbox"/> Copy of ARN Card
<input type="checkbox"/> Copy of Pan Card	<input type="checkbox"/> Memorandum of Association	<input type="checkbox"/> Partnership Resolution on deeds
<input type="checkbox"/> Copy of Address Proof	<input type="checkbox"/> Authorised Signatory list.	<input type="checkbox"/> Authorised Signatory list.
<input type="checkbox"/> Cancelled Cheque Leaf	<input type="checkbox"/> Board Resolution	<input type="checkbox"/> Copy of Pan Card
	<input type="checkbox"/> Copy of Pan Card	<input type="checkbox"/> Cancelled Cheque Leaf
	<input type="checkbox"/> Cancelled Cheque Leaf	

Please check if the following Mandatory details are filled

<input type="checkbox"/> Complete Address	<input type="checkbox"/> Complete Address	<input type="checkbox"/> Complete Address
<input type="checkbox"/> Contact No.	<input type="checkbox"/> Contact No.	<input type="checkbox"/> Contact No.
<input type="checkbox"/> Registration Number(ARN)	<input type="checkbox"/> Registration Number(ARN)	<input type="checkbox"/> Registration Number(ARN)
<input type="checkbox"/> Bank Account Details	<input type="checkbox"/> Bank Account Details	<input type="checkbox"/> Bank Account Details

TERMS AND CONDITIONS GOVERNING APPOINTMENT OF ASSOCIATE /MARKETING ASSOCIATE

- THE APPOINTMENT OF MARKETING ASSOCIATE IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AND MARKETING ASSOCIATE HAS UNDERSTOOD AND AGREED TO ABIDE BY THE SAME AS ARE SET OUT HEREIN
- 1 THE MARKETING ASSOCIATE has never been convicted of any criminal offence involving moral turpitude as also no legal proceeding are pending against him and also undertakes to inform RRICS forthwith in case any legal proceedings are initiated against in the future.
 - 2 THE MARKETING ASSOCIATE shall not represent RRICS in any manner whatsoever and shall not either directly or indirectly indulge in any acts/ activities which may be prejudicial to the interest of RRICS or its group companies.
 - 3 THE MARKETING ASSOCIATE should sufficiently generate business that will entitle him to minimum Brokerage every year as may be prescribed by RRICS and in case the target is not achieved, RRICS reserves the right to cancel the registration forthwith and forfeit the amount of Brokerage payable to the MARKETING ASSOCIATE, if any.
 - 4 THE MARKETING ASSOCIATE shall not accept CASH from any investors for any product / services under any circumstances.
 - 5 THE MARKETING ASSOCIATE shall not accept CHEQUE in his name whether directly or indirectly from any investors for any product services under any circumstances.
 - 6 THE MARKETING ASSOCIATE shall send all application(s) to office of RRICS accompanied by local cheque(s) / Draft(s) only. Broker- age will be paid to the MARKETING ASSOCIATE only by cheque/draft and in no case, cash will be paid.
 - 7 The rate of Brokerage will differ from company and client to client which shall be intimated to the MARKETING ASSOCIATE by RRICS from time to time.

- 8 **MARKETING ASSOCIATE** who are not AMFI certified will not be eligible for doing business in Mutual Fund.
- 9 No canvassing or inducement shall be done orally or in writing by the **MARKETING ASSOCIATE** for making investments in any of the products i.e. Fixed Deposits/ shares etc. The discretion in this regard should always be that of the investors.
- 10 No guarantee shall be given with regard to any of the products proposed to be sold or serviced by the **MARKETING ASSOCIATE** in any capacity or manner whatsoever.
- 11 **RRICS** in its absolute discretion reserves the right to discontinue/terminate at any time, the appointment of **MARKETING ASSOCIATE** without assigning any reason. This agreement shall forthwith terminate on the violation of any of the term(s) and / or condition(s) of this agreement by the **MARKETING ASSOCIATE**. On termination, the **MARKETING ASSOCIATE** shall remain liable for such liability as may be caused to **RRICS**. On termination, the **MARKETING ASSOCIATE** shall not solicit business for any product or service from the clients who were serviced by it and shall forthwith dissociate from all such and other clients of **RRICS**. The liability and indemnity of the **MARKETING ASSOCIATE** shall survive the expiry of this agreement.
- 12 **RRICS** shall not be liable or have any responsibility of any kind for any loss or damage thereby incurred or suffered by the client of the **MARKETING ASSOCIATE** resulting from acts, event or circumstances not reasonably within its control or **RRICS** including but not limited to force majeure conditions.
- 13 THE **MARKETING ASSOCIATE** shall maintain a high profile of **RRICS** and its group companies and maintain a high degree of integrity and honesty in dealing with its clients, investors and public in general & render all possible co-operation and guidance to the investors with regard to the product and the services.
- 14 THE **MARKETING ASSOCIATE** shall send -periodical reports with regard to sale of products and business and market trends from time to time as per system in manner defined by **RRICS** and send all material information, which may be relevant to the sale of products / services and/or matter connected therewith to **RRICS**
- 15 Whereas **RRICS** for its associate concerns will not use the database of clients of the associate to market any scheme directly unless these clients are not satisfied with the associate and approaches **RRICS** in writing.
- 16 THE **MARKETING ASSOCIATE** shall abide by all laws related to transaction of **RRICS** including Laws, Rules and Regulation of Securities and Exchange Board of India, Reserve Bank of India, Insurance Regulation Development Authorities, Companies Act, 1956 etc.
- 17 THE **MARKETING ASSOCIATE** is not registered/ affiliated / associated with similar entity as **RR Investors Capital Services Pvt. Ltd.(RRICS)** in securities business and under- take to discontinue such registration/ affiliation / association with in a period of two months from the date hereof.
- 18 THE **MARKETING ASSOCIATE** shall not be paid any brokerage by **RRICS** in case of deposit(s) if application is/are returned by the company for any reason whatsoever. In case any deposit is withdrawn before the expiry of maturity period, the Brokerage payable or paid on such deposit(s) shall be liable to deduction from future payments to the **MARKETING ASSOCIATE**.
- 19 In case of product marketing, a company/ firm / individual may be nominated to pay Brokerage and such payment shall be effective discharge of any liability on account of Brokerage payable for such product
- 20 THE **MARKETING ASSOCIATE** shall initiate and take all steps for the promotion of business and canvass and conduct business for products and services of **RRICS** in accordance with Association of Mutual Funds of India (AMFI) Guidelines and Norm for intermediaries including code of conduct any Rules and Regulations that may be framed or amended by AMFI from time to time.
- 21 THE **MARKETING ASSOCIATE** shall guarantee total confidentiality and secrecy of the entire information gained during the continuance of this agreement to any third party and shall never disclose without the express written consent of **RRICS** except to any regulatory authority pursuant to any inquiry or investigation or by requirement of law or to an arbitrator or a court of law in the course of proceedings in which both parties to this agreement are involve. This obligation shall survive even after the termination of this agreement.
- 22 Complaints(s), if any of the **MARKETING ASSOCIATE** will be entertained by **RRICS** only when these are referred by quoting Registration code and within a period of six months of giving relevant business to **RRICS**.
- 23 **RRICS** reserves the right to alter any of the term(s) and/or conditions(s) mentioned herein from time to time which amendments shall be effective upon **RRICS** giving the **MARKETING ASSOCIATE** not exceeding seven days notice in writing.
- 24 THE **MARKETING ASSOCIATE** also unconditionally and irrevocably agrees to indemnify **RRICS** and shall always keep **RRICS** indemnified, harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to **RRICS** directly or indirectly, owing to the transaction undertaken for the client or on account of any act or omission or negligence by the **MARKETING ASSOCIATE** or his/ its employees.
- 25 **RRICS** shall not be liable for any loss(es) that may be incurred on account of any inability to execute transactions due to any restrictive action taken by the **RRICS** on the **MARKETING ASSOCIATE** warranted by the former's risk management strategy.
- 26 The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.
- 27 It is understood that the appointment of **MARKETING ASSOCIATE** shall not constitute any arrangement whereby any employer/ employee relationship may be constituted between the parties to this agreement.
- 28 Any and all disputes arising out of or in connection with this agreement or its performance shall be settled by arbitration by Sole Arbitrator to be appointed by **RRICS**. The arbitration shall be held, in New Delhi. **MARKETING ASSOCIATE** and **RRICS** hereby agree in ensuring quick settlement of any arbitration proceedings,
- 29 That the **MARKETING ASSOCIATE** will enter all data correctly and will take due care with regard to verification of all data entered by him under the given login ID(s) & password(s).
- 30 That the **MARKETING ASSOCIATE** will take due care to ensure that nobody misuses his login ID(s) and password (s)and further he and his investors will be responsible for all data fed in it by their login ID(s) and password(s).
- 31 That the **MARKETING ASSOCIATE** further undertakes that **MARKETING ASSOCIATE** will use his given official login ID(s) and password(s) for his official mail(s) only and will be responsible for all the correspondence done through his official login ID(s)&password(s) and Email id.
- 32 That the **MARKETING ASSOCIATE** further undertakes that he understand and confirm that in case, in future if his said feeding /punching found to be false/wrong/manipulative/misrepresentative or in any other manner untrue/false/wrong/misrepresentative, then he can be held personally responsible for the same and also liable to compensate the **RR Group of Companies** for any liability/cost/expense etc., if any, imposed on it due to his said such misconduct.
- 33 The **MARKETING ASSOCIATE** has understood that he/it will be governed by terms & conditions as are made applicable to **MARKETING ASSOCIATE** by '**RR Group of Companies**'.
- 34 The **MARKETING ASSOCIATE** shall satisfy itself as to the genuineness of the investors and the financial status of the investors and shall indemnify and keep indemnified '**RR Group of Companies**' of, from and against any claim that may be made by any person, entity or regulatory authority relating to the execution of the investors' transactions. The **MARKETING ASSOCIATE** shall indemnify '**RR Group of Companies**' and shall always keep '**RR Group of Companies**' indemnified, harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and / or expenses that are occasioned or may be occasioned to '**RR Group of Companies**' directly or indirectly, owing to the transactions undertaken for the investors or on account of any act or omission or negligence by The **MARKETING ASSOCIATE** or his/its employees. The **MARKETING ASSOCIATE** also unconditionally and irrevocably agrees to indemnify against any breach in respect of the said **RR CODE OF CONDUCT** which may directly or indirectly become the source of adverse publicity or may affect the good will of the business in any manner whatsoever of '**RR Group of Companies**'. The **MARKETING ASSOCIATE** is, by legal implications, automatically governed by all Rules & Regulations of RBI, SEBI, AMFI, IRDA etc. and the **MARKETING ASSOCIATE** is under all legal obligations to keep him/ it apprised of all Rules & Regulations of all regulatory bodies.
- 35 All disputes shall be subject to exclusive jurisdiction of Courts at Delhi.

Date: _____ Name : _____

Place: _____ Signature: _____