

DISTRIBUTOR EMPANELMENT FORM
AMFI/NISM CERTIFICATION DETAILS
ARN No.:

Valid up to:

D	D	M	M	Y	Y	Y	Y
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KEY CONTACT DETAILS

Name (Mr./Ms.M/s) (Block Letters)			
Address For Communication (Block Letters)			PIN Code
Contact Person (For Non-Individuals)			
Mobile No.			Telephone No.
E-Mail			

TAX STATUS (Please tick anyone)

INDIVIDUALS		NON-INDIVIDUALS	
☐ Individual	☐ Sole Proprietorship	☐ Partnership Firm	☐ Private Limited Company ☐ Public Limited Company
		☐ Society/Trust	☐ Others <u>Please Specify</u>

ADDITIONAL INFORMATION

INDIVIDUALS		NON-INDIVIDUALS																	
Date of Birth	<table border="1"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y	Date of Incorporation	<table border="1"><tr><td>D</td><td>D</td><td>M</td><td>M</td><td>Y</td><td>Y</td><td>Y</td><td>Y</td></tr></table>	D	D	M	M	Y	Y	Y	Y
D	D	M	M	Y	Y	Y	Y												
D	D	M	M	Y	Y	Y	Y												
PAN No.		PAN No.																	
EUIN No.		EUIN No.																	

NOMINATION DETAILS FOR BROKERAGE / COMMISSION
(For Individuals and Sole proprietorship)

Name			
Address			PIN Code
Relationship			Date of Birth
Guardian's Name (Incase of Minor)			Signature of Nominee / Guardian
Address of Nominee / Guardian			

DETAILS OF YOUR BANK ACCOUNT (Brokerage will be paid electronically)

Bank Name			Type of Account
Account No.	IFSC Code		☐ Savings ☐ Current
Branch	City		☐ Others <u>Please Specify</u>

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.

Signature of Applicant/Authorised Signatory

Place _____

Date

D	D	M	M	Y	Y	Y	Y
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FOR OFFICE USE ONLY

Empanelment Form Received Date	Branch Name
Employee Name	Employee ID
Remarks	Authorised by

TERMS AND CONDITIONS

These Terms and Conditions of Empanelment as a Distributor of AlphaGrep Mutual Fund ('AlphaGrep MF' / 'Mutual Fund') and SIF, as and when launched by AlphaGrep Investment Management Private Ltd. ("AlphaGrep AMC") upon receipt of necessary approval from SEBI, are a binding contract between you and AlphaGrep AMC for your appointment as a distributor of AlphaGrep MF to distribute units of the schemes of the AlphaGrep MF.

In relation to these terms and conditions, any reference to AlphaGrep MF shall also include the SIF, as and when launched by AlphaGrep AMC, unless the context specifies otherwise. Likewise, any reference to a scheme shall mean investment strategies launched by SIF, unless the context specifies otherwise.

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.

DEFINITIONS

Capitalized terms used herein, but not otherwise defined, shall have the meanings assigned to them under the applicable regulations, circulars, notifications, and guidelines issued by the SEBI, including the SEBI (Mutual Funds) Regulations, 2026 as amended from time to time, and any guidelines or circulars issued by the AMFI with respect to mutual fund distributors.

OBLIGATIONS OF THE DISTRIBUTOR:

1. The Distributor and its employees or representatives who will be involved in the distribution of the Units of the schemes of AlphaGrep MF shall be in compliance with applicable registrations and/ or certification requirements as mandated by SEBI and/or AMFI at all times.
2. The Distributor shall comply with all guidelines on advertisements/sales literature and comply with and adhere to the Code of Conduct and best practices prescribed for the intermediaries of Mutual Fund by AMFI and requirements which may be prescribed under the Regulations.
3. 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's employees, Distributor (including sub-Distributor), and representatives. The Distributor must carefully read and understand the latest Offer Documents of AlphaGrep MF and explain to the investors, the investment objectives, features of the schemes and risks associated therein. The Distributor must not make any representation concerning AlphaGrep MF or any scheme of AlphaGrep MF except those contained in the relevant Offer Documents and / or the marketing material issued by AlphaGrep AMC. Further, the Distributor shall not offer any indicative portfolio and indicative yield regarding the Schemes to investors.
4. The purchase of Mutual Fund Units offered by AlphaGrep AMC should be at the Investor's risk and his own independent judgment, and without the distributor guaranteeing any assured return. In case the distributor or any of its directors, employees, associates, agents, sub-Distributors appointed by the Distributor guarantee any assured return, AlphaGrep AMC shall not be liable in any manner for such assurances or guarantees, and the Distributor shall be solely responsible.
5. The Distributor shall be a 'fit and proper' person at all times during its empanelment with AlphaGrep AMC.
6. 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 AlphaGrep MF. 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 AlphaGrep Mutual Fund.
7. The Distributor understands that any subscription for Units received by the AMC from customer / investors of the Distributor shall be subject to final acceptance by the AMC and the AMC reserves the right to accept or reject the customers / investor / Unit Holders' application.
8. Distributor shall promptly upload/ share all the relevant transaction feed / information including the SIP cancellation / pause details to RTA/AMC for updation of records maintained at RTA/AMC. AMC reserves the right to take action against the Distributor including charging a penalty in case of failures on the part of Distributor to ensure compliance with this clause or Applicable Law.
9. The Distributor shall be responsible for uploading the necessary transaction files of its client through the Straight Through Processing portal of the RTA within the applicable cut off times, as per agreed formats between the Parties. In the event of a contingency where the transaction file cannot be generated in the agreed data format, the Distributor, after informing the designated person at AMC and the RTA, will forward, email the transaction file in a Microsoft Excel format within the cut off time. The email will be forwarded to the email id/s as confirmed between both the Parties.
10. 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.
11. All investor subscription applications received through the Distributor are subject to final acceptance by the AMC. The Distributor must promptly share all transaction data, including SIP cancellation or pause details, with the RTA/AMC, failing which the AMC may take action or impose penalties. The Distributor must also upload client transaction files through the RTA STP portal within cut-off times or email them in Excel format to designated contacts if the agreed format cannot be generated.
12. The Distributor shall comply with the provisions of the Prevention of Money-Laundering Act, 2002 ("PMLA") and KYC norms prescribed by SEBI and AMFI, as amended from time to time. Where a proposed investor is a politically exposed person, the Distributor shall obtain prior consent from AlphaGrep AMC before processing such investment.
13. The Distributor must provide FIRC or NRE/FCNR debit proof for NRI investments within five days and ensure products are not offered to banned investors or those from FATF non-compliant/sanctioned jurisdictions, while obtaining complete overseas address details and seeking AMC clarification if investor eligibility is uncertain. The above restriction will also apply to countries subject to sanctions or FATF non-compliant jurisdictions.
14. The Distributor shall not in any way pledge or have any lien or charge on the properties of the AlphaGrep AMC, AlphaGrep MF, the trustee company of AlphaGrep MF being AlphaGrep Mutual Fund Trustee Private Limited ("Trustee") or any investor, that are in its possession, towards the fees payable to the Distributor for the Services rendered herein.
15. AlphaGrep AMC shall have the right to call upon the Distributor to furnish any information or statistics which the Distributor shall be bound to furnish.

16. The Distributor shall use the intellectual property of the AMC only upon receiving a written consent for the same.
17. The Distributor shall do all acts, deeds, and things necessary on behalf of the AlphaGrep MF/ AlphaGrep AMC to enhance the investors' confidence and interest in the AlphaGrep MF and ensure that it in no manner pledges AlphaGrep MF/AlphaGrep AMC's credit.
18. AlphaGrep 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 AlphaGrep MF as instructed by AlphaGrep AMC.
19. The Distributor acknowledges that it is not entitled to receive commission on its own investments and shall inform the AlphaGrep AMC if it receives such commission, erroneously or otherwise, and shall reimburse such amounts to the AlphaGrep AMC together with such sums, as may be prescribed by the AlphaGrep AMC.
20. If the total commission payable to the distributor for a month (including Incentive) is less than Rs.100/-, the amount will be accrued, accumulated, and carried forward to subsequent month(s) for payment.
21. The Distributor shall provide self-certification in the prescribed format certifying compliance with the applicable laws and guidelines. If the said self-certification is not provided, then the brokerage will be suspended within the prescribed timeline.
22. **SCOPE OF DISTRIBUTION**
The Distributor shall at all times facilitate subscription, purchase, switch, and redemption of Units and conduct business in accordance with AMC guidelines and Applicable Laws and Regulations, ensuring client applications are complete and compliant. The Distributor may act on behalf of clients under a valid power of attorney and shall indemnify the AMC for actions taken thereunder. Investor communications, including NAV reports and dividends, shall be sent directly by the AMC to Unit Holders, and the Distributor shall not receive commission on its own investments.
23. **FEES AND CHARGES PAYABLE TO THE DISTRIBUTOR:**
The Commission and the periodicity of its payments for each scheme of the AlphaGrep MF will be decided by AlphaGrep AMC at its discretion and subject to revisions as it deems fit, and the commission structure shall be in line with applicable legal and regulatory requirements. Any non-compliance with SEBI/AMFI circulars will attract suspension of payment of commission by AlphaGrep AMC. AlphaGrep AMC may withhold commission until required documents/information are submitted and may revise commission structures across schemes or strategies from time to time, while notifying Distributor of the same. No commission will be payable if the EUIIN/ ARN code is not correctly affixed, and the Distributor must not rebate or share commission or give gifts to investors.
The Distributor is not entitled to commission on its own investments and must mark such investments as "Direct" without quoting its ARN code. The Distributor shall have no claim against AlphaGrep MF/AMC for any loss arising from revisions in commission or changes in distribution terms.
Commission will be credited to the Distributor's registered bank account or paid via account-payee cheque upon request and will not be paid in cash. Any excess or incorrect commission paid may be recovered or adjusted by AlphaGrep AMC, and brokerage will be paid as per the structure notified by the AMC from time to time, inclusive of applicable taxes and levies. If the Distributor's services are suspended for breach or non-compliance, all commissions will be forfeited, and transactions under the suspended ARN will be processed under the Direct Plan or rejected if received via stock exchanges.
24. **INDEMNITY:**
The Distributor agrees to indemnify and hold AlphaGrep AMC/MF and its affiliates harmless against any claims, losses, or liabilities arising from breach of this Agreement, non-compliance with laws, negligence, misconduct, fraud, or unauthorized or misleading representations made by the Distributor or its representatives and breach of the terms of these terms and conditions by either the Distributor and/or its employees or agents or representatives or sub-distributors, as the case may be.
25. **TERM AND TERMINATION:**
The Distributor's empanelment will remain valid unless terminated by either party, or AlphaGrep AMC may terminate it immediately in cases of insolvency, fraud, false information, misconduct, regulatory non-compliance, inactivity, failure to meet AMFI/SEBI requirements, legal restrictions or prohibition, or liquidation/winding-up proceedings have been initiated against the Distributor. Either party may terminate the Agreement if a breach is not rectified within 30 days of notice. AlphaGrep AMC or the Distributor may also terminate the engagement without cause by giving 30 days' notice. The Distributor's empanelment will automatically terminate upon loss or withdrawal of required authorizations, and the Distributor must immediately return all AlphaGrep AMC/MF documents and materials upon termination. AlphaGrep AMC may suspend or terminate the Distributor if it is directly or indirectly associated with anyone providing unauthorized investment advice or making unapproved return/performance claims and being restricted by SEBI, and the Distributor must ensure its associates and appointed sub-distributors do not engage in such activities.
26. **CONFIDENTIALITY:**
Confidential Information includes all information shared under this Agreement, including investor details, except information that is public, previously known, independently developed, or disclosed to regulatory or government authorities as required.
Each Party must protect Confidential Information with the same care it uses for its own and may share it with employees, agents, or service providers only on a strict need-to-know basis. The Distributor and AlphaGrep AMC must treat all investor personal and sensitive data as strictly confidential, using it only for authorized purposes and protecting it per the Information Technology Act, 2000, Digital Personal Data Protection Act, 2023, and Digital Personal Data Protection Rules 2025 and applicable SEBI guidelines. Distributors who act as Data Fiduciaries must implement consent management, data minimization, and security safeguards when collecting personal data and ensure that any breach is reported to AlphaGrep AMC within 72 hours, with non-compliance subject to regulatory action. These confidentiality obligations survive even after the termination of the Agreement.
27. **AMENDMENT:**
AlphaGrep 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.

The Distributor shall assist AlphaGrep AMC in complying with PMLA 2002 obligations, including suspicious transaction reporting to authorities, maintaining KYC and due diligence processes, appointing a money laundering reporting officer if required, performing client identification and risk assessment, screening investors against sanctions/watch lists, and implementing procedures to detect suspicious activity.

The Distributor cannot assign or create third-party rights in this Agreement, claim any lien on AlphaGrep AMC/Mutual Fund properties, or rebate/share brokerage, or give gifts to investors. The Distributor (individual) should avail the 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.

The Distributor may appoint sub-distributors, provided they, along with their employees/ agents (as applicable), satisfy applicable legal and regulatory requirements, and the Distributor shall remain responsible for the supervision, conduct, compliance, and confidentiality obligations of all such sub-distributors, including compensation payable to sub-distributors, and no contractual relationship shall exist between the sub-distributors and AlphaGrep AMC.

Neither Party will be liable for failure or delay in performance caused by a Force Majeure event, during which obligations are suspended, and both Parties must promptly notify each other and work together to find a 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 including internet, breach or virus in the processes or payment mechanism, sabotage, fire, flood, explosion, acts of God, pandemic, civil commotion, strikes, riots, insurrection, war or acts of government, computer hacking, unauthorized access to computer data and storage devices, computer crashes, breach of security and encryption codes.

The Distributor must promptly communicate all non-financial requests (e.g., bank details, nominations, IDCW reinvestment) to AMC/RTA in the prescribed format, and AMC/RTA will process and respond to valid requests within regulatory timelines or agreed service standards.

The Distributor agrees to co-operate with AMC / its agents and representatives to establish systems to ensure secure exchange of emails / any other means of communication by way of encryption or any other means, as may be acceptable to the parties hereto, from time to time.

Except for disclosures required under law/regulation, all investor and proprietary AMC information must be kept strictly confidential, used only for performing duties under this Agreement, and remain AMC's exclusive property. The Distributor must prevent unauthorized sharing and clearly segregate AMC data from its own data and that of other clients. The Distributor shall remain fully liable for any breach of confidentiality even after the termination of this Agreement.

In the event that any proceedings are initiated by a third party against a party to this Agreement (the "Party proceeded against") in relation to the arrangement envisaged herein, the other Party shall provide all possible assistance to the party proceeded against, to defend itself in such proceedings provided that nothing in this clause shall be construed as requiring the other party to do any act which would prejudice its rights in any legal proceedings.

- Distributor details will be verified via KYD/CDMS/AMFI, and any mismatch or non-compliance may lead to rejection of empanelment. AlphaGrep AMC may request additional documents to ensure KYD compliance and reserves the right to chance the Distributor's status.

- The empanelment of the Distributor under these terms is non-exclusive and creates a principal-to-principal relationship only; the Distributor cannot bind AlphaGrep AMC, make statements on its behalf, or use its name/logo without prior written consent. The Distributor must comply with all applicable laws, rules, SEBI/AMFI guidelines, facilitate investors' rights, avoid conditional or withheld orders, disclose conflicts of interest, and provide periodic confirmations and documents to AlphaGrep AMC.
- Nominees of individual Distributors are eligible for trail commission on business done before the Distributor's demise, subject to compliance, and any excess payment between demise and notification date is recoverable.
- AlphaGrep AMC reserves the sole right and discretion to change the status category of the Distributor. The Distributor shall be bound to periodically provide declarations and documents to AlphaGrep AMC to ensure compliance with all applicable laws and regulations.
- The Distributor must not restrict an investor's right to change distributors, must comply with local laws if operating overseas, and shall not withhold or delay investor orders for personal gain.
- The Mutual Fund must not accept conditional or delayed orders. The Distributor must disclose any conflicts of interest when selling affiliated products and ensure investors have full access to AlphaGrep AMC.
- 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.

Further, the Distributor shall prominently disclose its ARN Code on the home page of its social media handles as well as at the beginning of each of the videos/content of the marketing material of the AMC and/or Mutual Fund uploaded by it.

This Agreement shall be governed by the laws of India and subject to the exclusive jurisdiction of the courts at Mumbai. Any dispute arising out of or in connection with this Agreement shall first be resolved amicably through mutual discussions between the Parties; failing such resolution within 60 days, the dispute shall be referred to arbitration to a sole arbitrator who shall be mutually appointed by the Distributor and AlphaGrep AMC, in accordance with the Arbitration and Conciliation Act, 1996, with the seat of arbitration at Mumbai, and the arbitral award shall be final and binding on the Parties. The costs of arbitration shall be shared equally by the Parties. Notwithstanding the foregoing, the Parties may, by mutual consent, resolve such dispute through a competent civil court having jurisdiction.

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 it has been held invalid, illegal, or unenforceable, had never been contained herein.

- I/We have fully read, understood, and accepted the above-mentioned terms and conditions and agree to abide by the same at all times.
- I/We agree to submit such declarations/documents/forms as required by AlphaGrep AMC from time to time.
- I/We shall neither pass on nor rebate brokerage to investors nor tempt them with rebates or gifts.
- I/We further have no objections to the AlphaGrep AMC taking any disciplinary action against me/us or any of my/our employees or representatives who are found violating these regulations/code of conduct.
- I/We am/are not an Employee or a relative of a Director/Employee of the AMC/Sponsor/or any of its associates.
- 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 overleaf and the changes in Terms & Conditions from time to time relating to the empanelment of the distributor.

Place

Signature _____

For Individuals	For Corporates	For Partnership Firms
Please check if the following documents are enclosed		
☐ Copy of the AMFI/NISM Certificate	☐ Copy of the AMFI/NISM Certificate	☐ Copy of the AMFI/NISM Certificate
☐ Copy of the AMFI Letter & ARN Card	☐ Copy of the AMFI Letter & ARN Card	☐ Copy of the AMFI Letter & ARN Card
☐ Copy of the Cancelled Cheque	☐ Copy of the Cancelled Cheque	☐ Copy of the Cancelled Cheque
☐ Copy of PAN Card	☐ MOA	☐ Partnership Deed & Resolution
	☐ Authorised Signatory List	☐ Authorised Signatory List
	☐ Board Resolution	☐ Copy of PAN Card
	☐ Copy of PAN Card	
Please check if the following mandatory are filled		
☐ Complete Address	☐ Complete Address	☐ Complete Address
☐ Contact Number	☐ Contact Number	☐ Contact Number
☐ AMFI Registration Number (ARN)	☐ AMFI Registration Number (ARN)	☐ AMFI Registration Number (ARN)
☐ Bank Account Details	☐ Bank Account Details	☐ Bank Account Details