



**Application for Appointment of
Investment Advisor (IA) /
Independent Financial Advisor (IFA)**



Application form no.:

INSTRUCTIONS

1. Please fill in all details in the form only in BLOCK LETTERS. All the fields in the application are mandatory and should be neatly and completely filled.
2. The references provided should be business related and preferably from the financial service industry only.
3. Put the signature in the space provided on each page.
4. Please provide all the documents required as ticked in the checklist provided herein below.
5. In case you want to furnish some additional details then attach separate sheet for the same.
6. The applicant should either have or separately apply for an i-direct a/c with ICICI Securities Ltd.
7. The application should be made in Original. Applications made on photocopy of the Application Form will be rejected.
8. Applicant should not be less than 18 years of age as on date of application. The education proof submitted should not be 'provisional'.
9. Usage of white ink is not allowed and any alteration / correction on the Application Form should be attested by applicant's full signature.
10. Kindly self attest the photocopies of all documents submitted as documentary proof.
11. This application once accepted by ICICI Securities Ltd is not transferable. ICICI Securities Ltd in its absolute discretion reserves the right to accept or reject this application without assigning any reason whatsoever.
12. Complete address should be mentioned on the application Form as it appears in the address proof submitted enclosed. Please note that C/o addresses are not acceptable as a valid address proof.
13. In case Applicant is a married female and there is change in name post marriage, copy of marriage certificate / affidavit duly attested by notary supporting change of name should be submitted.
14. Name as mentioned in Application Letter, Address Proof and PAN card should be the same. If there is any mismatch, affidavit would be required stating that all these names belong to one and the same person, i.e. the Investment Advisor / Independent Financial Advisor applicant. Name of IA / IFA Applicant anywhere on the Application form should not contain abbreviations. If any of the above documents contain name in abbreviated form, affidavit would be required expanding all initials.
15. Translation in English with counter signature of Applicant should be provided if any of the document submitted is in vernacular language.

Date: | D | D | - | M | M | - | Y | Y | Y |

Application form no.:

Region: _____

Referred by: _____

SM/RM Code : _____

Emp No.: _____

Please affix your recent passport size photograph

To,

ICICI Securities Limited,

Shree Sawan Knowledge Park,

Plot No. D-507, T.T.C Industrial Area, M.I.D.C Turbhe, Navi Mumbai - 400706,

Dear Madam/Sir,

I the undersigned hereby apply for grant of an Advisor code to me for marketing of the various financial, investment and other products offered by ICICI securities Ltd as an Investment Advisor(IA) / Independent Financial Advisor (IFA) and furnish the information, as given below: (To be filled up in CAPITAL LETTER)

Advisor Type:

Investment Advisor Independent Financial Advisor ARN No: _____

Distribution of other Financial/ Investment Products and Details of the Organization Affiliated to		
Products	Organization	Registration No.

Name: Mr./ Mrs./ Ms. _____

Fathers / Husbands Name: _____

Date of Birth: _____ Sex: Male Female

Name of the firm/ Trade Name(If any): _____

OFFICE ADDRESS:

RESIDENCE ADDRESS:

Flat No./ Plot No. _____

Flat No./ Plot No. _____

Bldg/ Society Name: _____

Bldg/ Society Name: _____

Road Name: _____

Road Name: _____

Area/Locality: _____

Area/Locality: _____

Landmark _____ City: _____

Landmark _____ City: _____

State: _____ PIN: _____

State: _____ PIN: _____

Tel No: _____

Tel No: _____

Fax No: _____

Fax No: _____

Mobile No: _____

Mobile No: _____

Email id: _____

PERMANENT ADDRESS:

Flat No./ Plot No. _____

Bldg/ Society Name: _____

Road Name: _____

Area/ Locality: _____

City: _____

State: _____

PIN: _____

Tel No: _____

Correspondence Address: Residence Office Permanent

Educational Qualification: 1 _____
2 _____
Year if Passing _____
School/ College/ University _____

Details of any courses/ Certification:

Occupation: Working Non Working
Service _____
Self Employed _____
Nature of Business _____
Others (Pls specify) _____

Permanent Account Number (PAN) _____

Business Experience _____

Are you related to any employee of ICICI Bank Group: Yes No

If yes, mention the employee's name and the relation: _____

REFERENCES (BUSINESS RELATED)

Flat No./ Plot No. _____	Flat No./ Plot No. _____
Bldg/ Society Name: _____	Bldg/ Society Name: _____
Road Name: _____	Road Name: _____
Area/Locality: _____	Area/Locality: _____
Landmark _____ City: _____	Landmark _____ City: _____
State: _____ PIN: _____	State: _____ PIN: _____
Tel No: _____	Tel No: _____
Fax No: _____	Fax No: _____
Mobile No: _____	Mobile No: _____

BANK ACCOUNT DETAILS:

ICICI Bank A/c: _____	Other Bank A/c: _____
Branch: _____	Bank Name : _____
	Bank A/c No: _____
	A/c Type: _____
	Branch /City: _____
	PIN: _____
	IFSC Code: _____
	MICR Code: _____

'Details of any action/proceedings initiated/pending/ taken by SEBI/ Stock exchange/any other authority against the applicant/authorized persons in charge during the last 3 years. _____

I, the undersigned hereby agreed upon the commission to be credited into the above mentioned account number and the above Bank account number is pertaining to me.

IA/IFA's Signature

Date: | D | | M | | Y | Y | Y |

ANNEXURE 1

TERMS AND CONDITIONS FOR APPOINTMENT AS AN INVESTMENT ADVISOR (IA) / INDEPENDENT FINANCIAL ADVISOR (IFA)

The appointment of the Investment Advisor (IA) / Independent Financial Advisor (IFA) shall be purely on contractual basis and cannot be construed as employment with ICICI Securities Limited (hereinafter referred to as the 'Company'). The IA / IFA agrees to abide by the Company's code of conduct in force from time to time and shall not conduct himself/herself in any manner, which could conflict with the interest of the Company.

The terms and conditions which shall govern the provision of the referral and distribution services is as mentioned below:

SCOPE OF SERVICES

- a) In the event that any person is desirous of trading/investing in securities market and/or their derivatives the IA / IFA shall refer such persons to the Company, in a form and manner as required by the Company.
- b) The Company, in its capacity as a Distributor, is also providing distribution services to various Asset Management Companies (AMCs), Banks, Companies and Financial companies (hereinafter referred to as the Principal) and is duly authorized to appoint sub-distributors on a non-exclusive basis for facilitating the services of distribution of mutual funds, Fixed deposits, Loans and other investment products as maybe approved by the Company.

The IA / IFA is desirous to act as a sub-distributor to the Company, the Distributor.

The IA / IFA, shall act through its various branches in India to perform the services agreed hereto and any further similar services as may be mutually agreed between the Parties from time to time and the IA / IFA hereby accepts such appointment on the terms set out hereinafter.

OBLIGATIONS OF THE INVESTMENT ADVISOR (IA) / INDEPENDENT FINANCIAL ADVISOR (IFA)

- 1) The IA / IFA undertakes to ensure that persons referred by him are briefed and have understood the registration requirements, if any, of the Company, and have read, understood and agreed to the terms and conditions of services, as well as enter into an Arrangement with Company in such form, substance and manner as maybe required by the Company.
- 2) The IA / IFA undertakes to provide details of all such referrals made and distribution business conducted, in a form and manner as may be determined by the Company, to the Company with such periodicity(daily / weekly / fortnightly / monthly / semi-annually / annually) as may be required by the Company
- 3) The IA / IFA acknowledges the discretionary right of the Client to continue Client relationship through the Company at his discretion. Discontinuance of a contract, if any, between the IA / IFA and its Client will not have any effect to the contract entered into between the Company and the said Client.
- 4) The IA / IFA represents and warrants that the IA / IFA has the necessary certifications as required by the regulators including but not limited to AMFI certification and has AMFI certified personals to canvass / distribute the Mutual Fund units in terms of regulatory requirements of SEBI / AMFI.

- 5) The IA / IFA agrees to follow Regulations/ Rules/ Guidelines/ Circulars of SEBI and all the applicable regulatory requirements specified by AMFI; as may be notified from time to time.
- 6) The IA / IFA agrees to assist the Company in complying with provisions of the Money-Laundering Act, 2002 as may be mutually agreed between the Parties.
- 7) The IA / IFA agrees to give the required declaration in the form of self certification to the Company/AMFI/Principal in the format as required by the Company/ AMFI / Principal from time to time.
- 8) The IA / IFA agrees that it is not authorized to receive money on behalf of the Principal and issue any receipt thereof. The IA / IFA agrees to advise the applicant to lodge their application with the Company or its branch or collection centre and an authorized agent of the Company for receipt of the application money and to issue official receipt thereof.
- 9) The IA / IFA understands that the IA / IFA is solely responsible to ensure that any application received from the Client is submitted to the Company in a timely manner. The IA / IFA agrees that any losses arising to the Company / Client due to delay in submitting the application shall be borne by the IA / IFA alone. The IA / IFA agrees to hold the Company harmless against any such losses.
- 10) Should the Client approach the IA / IFA for any queries regarding the Company or the Principal, the IA / IFA agrees to forward the same to the Company.
- 11) The IA / IFA agrees to conduct himself with propriety and decorum all times and in the manner which is not prejudicial to the interest of Company or the Principal.
- 12) The IA / IFA agrees not to make any statement, representation or claim nor give any warranties to any person in respect of the business of the Company or the Principal save as may be specifically authorised in writing by the Company or the Principal.
- 13) The IA / IFA agrees neither to use nor display the name, logo or mark of the Company or the Principal (or any logo or mark similar thereto) in any manner, unless in the specified agreed manner.
- 14) The IA / IFA agrees that the Company shall at all times during the tenure of this Arrangement, be entitled to monitor and assess the performance of the IA / IFA.
- 15) The IA / IFA hereby agrees to make good any losses that may be suffered by the Company that may arise due to any costs, actions, claims, losses, damages, suits, prosecutions, including all consequential loss and legal fees on account of the failure or default on the part of the IA / IFA to the Company in whole or any part of the terms and conditions of this Arrangement, or on account of any omission on part of the IA / IFA to obtain the necessary authorized and permits under the terms of this Arrangements, or any other Arrangement

CONSIDERATION

- a) The Company shall pay to the IA/ IFA, fees for acting as a sub distributor to facilitate distribution of securities and investment products as may be mutually agreed from time to time between the Parties.
- b) In addition, the Company may also pay a trail commission to the IA / IFA to be calculated on such basis as may be indicated by Company to the IA / IFA from time to time.
- c) Further, the Company may at its sole discretion decide not to pay such trail commission to the IA / IFA with respect to any particular client(s).

- d) The commission/fees payable to the IA / IFA will be governed by the norms specified by SEBI/ relevant regulator, if any, from time to time for the sub distribution business facilitated by the IA/IFA.
- e) The rates of referral fees/ commission are subject to revision by the Company / Principal from time to time and the IA / IFA shall be bound by the said revisions.
- f) In the event any discrepancies / excess payment or over charging on account of incorrect billing raised by the IA / IFA is found, then the IA / IFA shall reimburse the Company for all such amounts charged to the Company.
- g) All payments to be made by Company under the terms of this Arrangement shall be subject to the deduction of all applicable Taxes.

ASSIGNMENT AND SUB-CONTRACTION

The IA / IFA shall itself perform its obligation under this Arrangement and shall not assign, transfer or sub-contract any of its rights and obligation under this Arrangement except with prior written permission of the Company. However the Company shall be entitled to assign/transfer its rights and benefits under this Arrangement to any person without requiring the consent of the IA / IFA.

NO WARRANTIES WITHOUT AUTHORITY

The IA / IFA agrees not make any representations concerning schemes/ products of the Principals except those contained in the printed information issued by the Principal as information supplemental to such documents.

CONFIDENTIALITY

- a) All details, documents, data applications, software, systems, papers, statements, business/customer information and Company's practices and trade secrets (hereinafter referred to as "Confidential Information") which may be communicated to the IA / IFA and / or its employees shall be treated as absolutely confidential and the IA / IFA irrevocably agrees and undertakes that the IA / IFA and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any person without the prior written permission of Company nor shall use or allow to be used any information than as may be necessary for the due performance of the obligation of the IA / IFA hereunder. The IA / IFA hereby specifically agrees to make good any loss that may be suffered by the Company arising out of any breach of this undertaking by the IA / IFA and /or its employees and shall immediately reimburse and pay to the Company on demand all damages, loss, cost, expenses or any charges that Company may suffer, incur or pay in connection therewith.
- b) The IA / IFA shall take all necessary actions to protect the Confidential Information against misuse, loss, destruction, deletion and / or alteration.
- c) The IA / IFA shall not misuse or permit misuse directly or indirectly, nor commercially exploit the confidential information for economic or other benefit.
- d) The IA / IFA shall not make or retain any copies or record of any Confidential Information provided by the Company other than as may be required for the performance of the IA / IFA obligation under this Arrangement.

- e) The IA / IFA shall notify the Company promptly of any unauthorised or improper use or disclosure of the Confidential Information.
- f) The IA / IFA shall return all the Confidential Information belonging to the Company which is in the custody of the IA / IFA at the termination of this Arrangement.

INDEMNITY :

The IA / IFA hereby indemnifies and shall always keep indemnified the Company against all costs, actions, claims, losses, damages, suits, prosecutions, including all consequential, loss and legal fees which the Company may suffer/ incur on account of the failure or default on the part of the IA / IFA to the Company in whole or any part of the terms and conditions, or on account of any omission on part of the IA / IFA to obtain the necessary authorized and permits under the terms of this terms and conditions or any other arrangement.

TERMINATION:

- a) On the expiry of the contractual period for which IA / IFA is appointed, the Arrangement will come to an end automatically, for which no separate communication will be issued, unless renewed otherwise by the Company.
- b) The Company shall be entitled to terminate the Arrangement forthwith and at any time and without giving any notice or payment in lieu of notice in the conditions , if any instance of moral turpitude, dishonesty, fraud, forgery, and unbecoming conduct on the part of IA / IFA is identified or becomes known.
- c) In the event of this Arrangement being terminated as aforesaid, all of the obligations and undertaking of each Party, save and except any accrued and unpaid obligations of such Party, shall terminate forthwith on such date of termination, provided that in relation to such unfulfilled payment obligation of a Party, the Arrangement shall continue till such payment obligation has been fulfilled to the satisfaction of the Party entitled to such payment thereof.
- d) In case of termination of the Arrangement by the Company, any commission for the relevant previous month is liable to be forfeited by the Company at its sole discretion.
- e) The termination of this Arrangement by either Party for any reason whatsoever shall not in any manner affect the status of any client already registered on the Company either before, or pursuant to, the execution of this Arrangement.
- f) In addition to the above, the Company may immediately terminate the Sub-distributionship of the IA / IFA, if any of the following is observed: if the IA / IFA is found violating any of the SEBI rules and regulations for intermediaries as amended by SEBI from time to time and also any of the AMFI guidelines and norms for intermediaries (AGNI) including code of conduct and any rules and regulations that may be framed or amended by AMFI from time to time and his/her registration is cancelled by AMFI, his/her registration as an IA / IFA will be liable for termination.
- g) If any of the directions and instructions as specified herein or may be , from time to time, issued by the Principal or the Company are not complied by the IA / IFA.

Name of IA/ IFA _____

Signature

TO BE FILLED BY THE CHANNEL MANAGER / PWM RM:

I have met Mr. / Ms. in person and hereby confirm the _____ identity and address as filled in this Form which has been filled in my presence. I have also verified the original documents.

All the signature(s) of the applicant have been done in my presence at the appropriate places in this form.

Name of the Channel Manager / PWM RM: _____

Employee No: _____

Date: _____ Signature of Channel Manager / PWM RM: _____

DOCUMENT CHECKLIST

Documents to be attached along with this Form

1) PAN Card copy

1) Cancelled Cheque , If Name not printed on cheque the provide the Bank statement.

2) Residence proof (any one from the below)

a) Voter Id card

b) Passport

c) driving License

d) Telephone/Electricity Bill

e) Bank

f) Rent agreement

g) Ration card

h) BVL

Passbook/statement

Pan card copy not available.

3) Any other docs as per RCU guidelines

ADVISORS - DO'S AND DON'TS

Do's

1. Maintain high standards of integrity, promptitude and fairness in the conduct of your activities and act with due skill, care and diligence at all times.
2. Update your contact details and other details in the records of I-Sec immediately whenever there is a change thereof.
3. Ensure that you are updated with all the latest requirements pertaining to the products distributed by you. Obtain necessary information from your Relationship Manager.
4. Provide true and adequate information to the applicants without any misleading or exaggerated claims.
5. Read all the instructions given on the Application form carefully and guide the applicant to complete the form and ensure that the applicants' interest is protected.
6. Advise the client to read the entire Application form for proper understanding
7. Ensure that the applicant fills up the Application form completely as per the format given.
8. Obtain all necessary documents from the applicant as per the directions mentioned on the Application form.
9. Disclose full, latest and all material information to the applicant including about the charges applicable on the service offered.
10. Resolve the queries of the applicants in a fair and expeditious manner. If you have any queries, please contact your Relationship Manager for guidance.
11. Provide signed acknowledgment on receipt of cheque / DD from the applicant.

Don'ts

1. Do not solicit applications in fictitious / benami name or on an anonymous basis.
2. Do not accept copies of KYC documents that appear to be forged or that are not clear.
3. Do not indulge in malpractices to earn higher commission or faulty/unethical business practices.
4. Do not use unethical means to market or induce any applicant to avail the products.
5. Do not accept cheques from clients otherwise than towards the investment amount.
6. Do not accept cash or blank cheques from applicants.
7. Do not make false promises to the applicants and do not assure returns to the applicant.
8. Do not obtain unwanted extra signatures of the applicants on the form.
9. Do not inward forms that are not complete in all respects or use unethical means to rectify rejections in the application forms.
10. Maintain highest confidentiality of client details. Do not disclose, share or discuss with any other person or make improper use of the details and documents / report of any client. Any misconduct observed in this regard will be strictly actioned upon.

11. Do not access the records and assets of I-Sec unless as permitted.
12. Do not issue any advertisement for business promotion without permission of ICICI Securities Ltd.
13. Do not give any advise to the client which is contrary to or outside the scope of the product report.

I/ We have read the Do's and Don'ts above and agree to abide by them at all times. I/ We am aware that failure to follow the Do's and Don'ts will attract disciplinary action including any possible criminal proceeding against me / us.

Name of IA / IFA _____

Signature of IA / IFA

AGENCY ENROLLMENT FORM

1. Agency Name: _____

2. Proposed Activities in ICICI (Product & Function): _____

3. Constitution : Proprietorship Partnership Pvt Ltd Co.
 Public Ltd Co HUF Society
 Trust Co-op Society Section 25

4. Complete Office Address: _____

Location: _____ Pin Code: _____ Land Line No: _____

Mobile No: _____ Vendor Email ID: _____

Office Status (chose any one): Rented Owned

Name of the owner (if rented): _____

Contact Land line No: _____ Mobile No: _____

No. of years at current address: _____

Existing activities from this office: _____

5. Existing Relationship with other organizations Yes No (If Yes, please give details):

(i) Name of Organization: _____

(ii) Contact person Name: _____

(iii) Contact No.: _____

(iv) Type of Business: _____

(v) Period of Association: _____

(vi) Reason of Leaving: _____

6. Banker's Details:

· Name of the Bank: _____

· Branch & Address: _____

· Facility/ Account Type & No: _____

7. Organization Pan Number: _____

8. Sales Tax/Service Tax Registration No: _____

9. Trade References (Must be of existing or past client/vendor/ business associates)

(i) Name: _____ Name of company: _____

Nature of business: _____

Address: _____

Pin Code: _____ Land line No: _____ Mobile No: _____

(ii) Name: _____ Name of company: _____

Nature of business: _____

Address: _____

Pin Code: _____ Land line No: _____ Mobile No: _____

10. Recommendation & Approval: (Not be same)

(i). Recommended by Employee ID (ICICI): _____ Employee Name: _____

Designation: _____

(ii). Approved by Employee ID (ICICI): _____ Employee Name: _____

Designation: _____

11. List of Documents (Entity)

Entity Proof

Certificate of incorporation Service Tax registration certificate

Memorandum of association Partnership deed

PAN card in the name of the company Shop & Establishment Act

Others (Pls Specify) _____

Office Address Proof

Telephone bill copy Electricity bill copy

Service Tax registration certificate

Rental Agreement (along with utility bill in the name of the landlord – not older than 3 months).

Others (Pls Specify) _____

Details of Proprietor/Partner/ Director/Governor/Trustee/Chairman/Secretary/Members:

**** (Please fill separate sheet for each partner /director in case of Partnership/ pvt ltd/ ltd company)**

Photograph of
Proprietor/
Partner1/
Director1/
Governor/
Trustee/
Chairman/
Secretary/
Members

12. Owner Name: _____

13. Date of Birth: _____

14. PAN No: _____

15. Current Residence Address: _____

Pin Code: _____ Land Line No: _____

Mobile No. _____

• Residence Status (choose any one): Rented Owned

• Name of the owner (if rented): _____

• Contact Land line No: _____ Mobile No: _____

• No. of years at current address: _____

16. Permanent Address: _____

Pin Code _____ Land Line No: _____

17. Personal Vehicle Details:

Registration Number: _____ Make & Model : _____

Registration Number: _____ Make & Model : _____

18. Previous Experience / Other Business details: (Please attach visiting card available)

Name of Organization: _____

Address : _____

Pin Code: _____ Land line No: _____ Mobile No: _____

Type of Business: _____ Designation: _____

Period of association: From: _____ To: _____

Reason of leaving: _____

Contact Person Name: _____ Mobile No.: _____

19. Whether Proprietor/Partner/Director/**Governor/Trustee/Chairman/Secretary/Member** is a relative of any person working for ICICI Bank Ltd/ICICI Home finance Ltd/ICICI Lombard Insurance Limited/Prudential ICICI life insurance Co. Limited/or any other service provider of ICICI Bank Limited. Yes No (If Yes, please give details:)

20. Existing relationship with ICICI : (Proprietor/Partner/Director/Governor/Trustee/Chairman/Secretary/Member of the proposed firm enjoying relationship with ICICI bank directly in any other existing firm, company etc.)

- (i). Name of ICICI Customer /Firm : _____
- (ii). Current or Saving Account type: _____ Account No: _____
- (iii). Loan type: _____ Loan No: _____
- iv). Credit Card No: _____
- v). Commodity / Demat trading No: _____
- vi). Channel Partner with other business like RAPG, SEG, HL, including RMAG, relationship with ICICI group companies etc. (please specify).

- vii). Employees of ICICI bank. _____

21. List of Documents (Proprietor/Partner/Director etc.)

Address Proof

- Driving License Passport Ration Card Voter ID Card
- Rental Agreement copy along with utility bill in the name of the landlord (Utility bill should not older than 3 months).
- Others (Pls Specify) _____

ID Proof

- Driving License Passport Pan card
- Voter ID card (Along with other valid proof of DOB)
- Others (Pls Specify) _____

22. Seal of agency & Signature of Proprietor/Partner/Director/Governor/Trustee/Chairman/Secretary/Member.

Date: _____

Place: _____

PS: Please submit this form duly filled, signed & stamped along with the latest passport size photo, and CPCS & CIBIL report of Proprietor/Partner/Director/[Governor/Trustee/Chairman/Secretary/Member](#).

AGREEMENT

This Agreement ("Agreement") is made at _____ this _____ day of, _____ 201 ____ ("Effective Date")

between

ICICI Securities Limited, a company incorporated under the companies Act, 1956 and having its registered office at ICICI Centre, H. T. Parekh Marg, Churchgate, Mumbai 400 020. (hereinafter referred to as "the Company", which expression shall, unless repugnant to the context or meaning thereof, mean and include its successors and permitted assigns) of the One Part;

And

M/s _____, a sole proprietary concern / a partnership firm / a body corporate, registered / incorporated, under the provisions of the Indian Partnership Act, 1932 / the Companies Act, 1956, having its _____ registered office at _____ (hereinafter referred to as 'Investment Agent' which expression shall, unless repugnant to the context or meaning thereof, mean and include its heirs, assigns, executors, administrators and legal representatives/the partners for the time being of the said firm, the survivor or survivors of them and their respective heirs, executors, administrators and legal representatives/its successors, as the case may be, of the Other Part.

The Company and the Investment Agent are hereinafter referred to collectively as "the Parties" and individually as "the Party".

WHEREAS,

The Investment Agent is desirous of providing the service of referring potential client(s) for the Company and to act as a sub distributor to the Company for facilitating the services of distribution of mutual funds, Fixed deposits, Loans and other investment products and the Company is desirous of availing of such services.

The Company, in its capacity as a Distributor, has consented to appoint the Investment Agent as its Sub-Distributor.

The Parties hereto wish to set out the terms and conditions which shall govern the provision of such referral and distribution services.

NOW THEREFORE THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. SCOPE OF SERVICES

- a) In the event that any person is desirous of trading/investing in securities market and/or their derivatives, the Investment Agent shall refer such persons to the Company, in a form and manner as required by the Company.
- b) The Company, in the capacity as a Distributor, is also providing distribution services to various Asset Management Companies (AMCs), Banks and other Financial companies (hereinafter referred to as the Principal) is duly authorized to appoint sub-distributors on a non-exclusive basis for facilitating the services of distribution of mutual funds, Fixed deposits, Loans and

other investment products as maybe approved by the Company.

The Investment Agent is desirous to act as a sub-distributor to the Company, the Distributor.

The Investment Agent, shall act through its various branches in India to perform the services agreed hereto and any further similar services as may be mutually agreed between the Parties from time to time and the Investment Agent hereby accepts such appointment on the terms set out hereinafter.

2. OBLIGATIONS OF THE INVESTMENT AGENT

- a) The Investment Agent undertakes to ensure that persons referred by him are briefed and have understood the registration requirements of the Company, and have read, understood and agreed to the terms and conditions of services, as well as enter into an agreement with Company in such form, substance and manner as maybe required by the Company.
- b) The Investment Agent undertakes to provide details of all such referrals made and distribution business conducted, in a form and manner as may be determined by the Company, to the Company with such periodicity (daily / weekly / fortnightly / monthly / semi-annually / annually) as may be required by the Company
- c) The Investment Agent acknowledges the discretionary right of the Client to continue Client relationship through the Company at his discretion and discontinuance of a contract, if any, between Investment Agent and its Client will not have any effect to the contract entered into between the Company and the said Client.
- d) The Investment Agent represents and warrants that the Investment Agent has the necessary certifications as required by the regulators including but not limited to AMFI certification and has AMFI certified personals to canvass / distribute the Mutual Fund units in terms of regulatory requirements of SEBI / AMFI.
- e) The Investment Agent agrees to follow all the applicable regulatory requirements including that specified by AMFI and SEBI Regulations/ Rules/ Guidelines/ Circulars as may be notified from time to time.
- f) The Investment Agent agrees to assist the Company in complying with provisions of the Money-Laundering Act, 2002 as may be mutually agreed between the Parties.
- g) The Investment Agent agrees to give the required declaration in form of self certification to the Company/AMFI/Principal in the format as required by the Company/ AMFI / Principal from time to time.
- h) The Investment Agent agrees that it is not authorized to receive money on behalf of the Principal and issue any receipt thereof. The Investment Agent agrees to advise the applicant to lodge their application with the Company or its branch or collection centre and an authorized agent of the Company for receipt of the application money and to issue official receipt thereof.
- i) The Investment Agent understands that the Investment Agent is solely responsible to ensure that any application received from the Client is submitted to the Company in a timely manner. The Investment Agent agrees that any losses arising to the Company / Client due to delay in submitting the application shall be borne by the Investment Agent alone. The Investment Agent agrees to hold the Company harmless against any such losses.
- j) Should the Client approach the Investment Agent for any queries regarding the Company or the Principal, the Investment Agent agrees to forward the same to the Company.
- k) The Investment Agent agrees to conduct himself with propriety and decorum all times and in the manner which is not prejudicial to the interest of Company or the Principal.
- l) The Investment Agent agrees not to make any statement, representation or claim nor give any

warranties to any person in respect of the business of the Company or the Principal save as may be specifically authorised in writing by the Company or the Principal.

- m) The Investment Agent agrees neither to use nor display the name, logo or mark of the Company or the Principal (or any logo or mark similar thereto) in any manner, unless in the specified agreed manner.
- n) The Investment Agent agrees that the Company shall at all times during the tenure of this Agreement, be entitled to monitor and assess the performance of the Investment Agent.

3. CONSIDERATION

- a) The Company shall pay to the Investment Agent fees for acting as a sub distributor to facilitate distribution of securities and investment products as maybe permitted by the Company from time to time as may be mutually agreed from time to time between the Parties.

In addition, Company may also pay a trail commission to the Investment Agent to be calculated on such basis as may be indicated by the Company to the Investment Agent from time to time.

Further, Company may at its sole discretion decide not to pay such trail commission to the Investment Agent with respect to any particular client(s).

- b) The commission/fees payable to the Investment Agent will be governed by the norms specified by SEBI/ relevant regulator, if any, from time to time for the sub distribution business facilitated by the Investment Agent.
- c) The rates of referral fees/ commission are subject to revision by the Company / Principal from time to time and the Investment Agent shall be bound by the said revisions.
- d) In the event any discrepancies / excess payment or over charging on account of incorrect billing raised by the Investment Agent is found, then the Investment Agent shall reimburse the Company for all such amounts charged to the Company.
- e) All payments to be made by Company under the terms of this Agreement shall be subject to the deduction of all applicable Taxes.

4. ASSIGNMENT AND SUB-CONTRACTION

The Investment Agent shall itself perform its obligation under this Agreement and shall not assign, transfer or sub-contract any of its rights and obligation under this agreement except with prior written permission of the Company. However the Company shall be entitled to assign/transfer its rights and benefits under this Agreement to any person without requiring the consent of the Investment Agent.

5. NO WARRANTIES WITHOUT AUTHORITY

The Investment Agent agrees not to make any representations concerning schemes/ products of the Principals except those contained in the printed information issued by the Principal as information supplemental to such documents.

6. CONFIDENTIALITY

- a) All details, documents, data applications, software, systems, papers, statements, business/customer information and Company's practices and trade secrets (hereinafter referred to as "Confidential Information") which may be communicated to the Investment

Agent and / or its employees shall be treated as absolutely confidential and the Investment Agent irrevocably agrees and undertakes and ensures that the Investment Agent and all its employees shall keep the same secret and confidential and not disclose the same, in whole or in part to any person without the prior written permission of Company nor shall use or allow to be used any information than as may be necessary for the due performance of the obligation of the Investment Agent hereunder. The Investment Agent hereby specifically agrees to indemnify and keep the Company indemnified at all times against all or any consequences arising out of any breach of this undertaking by the Investment Agent and /or its employees and shall immediately reimburse and pay to the Company on demand all damages, loss, cost, expenses or any charges that Company may suffer, incur or pay in connection therewith.

- b) The Investment Agent shall take all necessary actions to protect the Confidential Information against misuse, loss, destruction, deletion and / or alteration.
- c) The Investment Agent shall not misuse or permit misuse directly or indirectly, nor commercially exploit the confidential information for economic or other benefit.
- d) The Investment Agent shall not make or retain any copies or record of any Confidential Information provided by the Company other than as may be required for the performance of the Investment Agent 's obligation under this Agreement.
- e) The Investment Agent shall notify the Company promptly of any unauthorised or improper use or disclosure of the Confidential Information.
- f) The Investment Agent shall return all the Confidential Information belonging to the Company which is in the custody of the Investment Agent at the termination of this Agreement.

7. INDEMNITY

The Investment Agent hereby indemnifies and shall always keep indemnified the Company against all costs, actions, claims, losses, damages, suits, prosecutions, including all consequential loss and legal fees which the Company may suffer/ incur on account of the failure or default on the part of the Investment Agent to the Company in whole or any part of the terms and conditions of this Agreement, or on account of any omission on part of the Investment Agent to obtain the necessary authorized and permits under the terms of this Agreements, or any other agreement

8. TERMINATION:

- (a) The Investment Advisor can terminate the contract by giving one week's written notice to I-Sec.
- c) I-Sec shall be entitled to terminate the contract forthwith and at any time and without giving any notice or payment in lieu of notice.

Notwithstanding anything contained herein, the obligations of Investment Advisor under this Agreement to retain secrecy of the Confidential Information shall however survive and be continuing until the Confidential Information is no longer confidential and is in public domain without any breach of the terms and conditions hereof by the Corporate Associate.

- (c) In the event of this Agreement being terminated as aforesaid, all of the obligations and undertaking of each Party, save and except any accrued and unpaid obligations of such Party, shall terminate forthwith on such date of termination, provided that in relation to such unfulfilled payment obligation of a Party, the Agreement shall continue till such payment obligation has been fulfilled to the satisfaction of the Party entitled to such payment thereof.

(d) The termination of this Agreement by either Party for any reason whatsoever shall not in any manner affect the status of any client already registered on the Company either before, or pursuant to, the execution of this Agreement.

9. MISCELLANEOUS

a) Amendments; No Waivers

Any provisions of this Agreement may be amended if, and only if such amendment is in writing and signed by both the Parties.

No failure or delay by any Party in exercising a right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any other right, power or privilege. The rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

b) Successors and Assigns

The provisions of this Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors, permitted assigns and legal heirs.

c) Entire Agreement; No Third Party Rights

This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understanding and negotiations, both written and oral, between the Parties with respect to the subject matter of this Agreement. No representation, inducement, promises, understanding, condition or warranty not set forth herein has been made or relied upon by any Party hereto. Neither the agreement nor any provision hereof is intended to confer upon any Person other than the Parties to this Agreement any rights or remedies hereunder.

d) Further Assurances

In connections with this Agreement as well as all transactions contemplated by this Agreement, each Party agrees to execute and deliver such additional documents and to perform such additional actions as may be necessary, appropriate or reasonably requested to carry out or evidence the transactions contemplated hereby.

e) Severability

The invalidity or unenforceability of any provisions of this Agreement in any jurisdiction shall not effect the validity, legality or enforceability of the remainder of this Agreement in such jurisdiction or the validity, legality or enforceability of this Agreement, including any such provision, in any other jurisdiction, it being intended that all rights and obligations of the Parties hereunder shall be enforceable to the fullest extent permitted by law.

f) Captions

The captions herein are included for convenience of reference only and shall be ignored in the construction or interpretation hereof.

g) Counterparts

This Agreement will be executed in duplicate, each of which will be deemed an original.

h) Non-exclusivity

This Agreement is entered into on a non-exclusive basis and the Parties reserve their rights to enter into similar arrangements with other persons.

IN WITNESS WHEREOF, the parties hereto have set their hands and signatures on the day, month and year first above written.

Signed for and on behalf of ICICI Securities Limited

Witness:

1.

2.

Signed for and on behalf of the Investment Agent

Witness

1.

2.