



**Application for  
Appointment of  
Individual Referrer**



**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 application should be made in Original. Applications made on photocopy of the Application Form will be rejected.
7. Applicant should not be less than 18 years of age as on date of application.
8. Usage of white ink is not allowed and any alteration / correction on the Application Form should be attested by applicant's full signature.
9. Kindly self attest the photocopies of all documents submitted as documentary proof.
10. 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.
11. 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.
12. Translation in English with counter signature of Applicant should be provided if any of the document submitted is in vernacular language.

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

**Application form no.:** \_\_\_\_\_

Region: \_\_\_\_\_

Referred by: \_\_\_\_\_

PWM Emp Code: \_\_\_\_\_

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 Referrer code to me for referring clients to I Sec for marketing of the various financial, investment and other products offered by ICICI securities Ltd and furnish the information, as given below: ( To be filled up in CAPITAL LETTER )

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. \_\_\_\_\_

Referrer Applicant's Signature

Date: | | | | | | | | | | | | | | | |

**TO BE FILLED BY THE PWM ADVISOR:**

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 PWM Advisor: \_\_\_\_\_

Employee No: \_\_\_\_\_

Date: \_\_\_\_\_ Signature of PWM Advisor: \_\_\_\_\_

**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

### Referrer - 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 of references without any misleading or exaggerated claims.

#### Don'ts

1. Do not refer applicants in fictitious / benami name or on an anonymous basis.
2. Do not indulge in malpractices to earn higher commission or faulty/unethical business practices.
3. Do not use unethical means to market or induce any applicant to avail the products.
4. Do not make false promises to the referred applicants.
5. Do not assure returns to the referred applicants.
6. Do not access the records and assets of I-Sec unless as permitted.

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 Referrer:**

**Signature of Referrer**        :

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**Referral Agreement**  
**[To be franked for Rs. 600/- if executed in Maharashtra, or according to the local statute of the respective states.]**  
**[Strike off which ever is not applicable]**

This Referral Agreement (hereinafter referred to as "the Agreement") entered into at -----on this \_\_\_\_\_ day of \_\_\_\_\_ (hereinafter referred to as the "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 -400020 (hereinafter referred to as "I-SEC" which expression shall unless repugnant to the context and meaning thereof be deemed to mean and include its successors and assigns); of the First Part.

AND

\_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at \_\_\_\_\_, India is desirous of providing services as contemplated herein under this Agreement as a Referral Agent of ICICI Securities Limited.

OR

\_\_\_\_\_ a individual/partnership firm/body corporate desirous of providing services as contemplated herein under this Agreement as an Referral Agent of ICICI Securities Limited in the name and style of \_\_\_\_\_ and having his/its office/registered office at \_\_\_\_\_ (address),

(Hereinafter referred to as the "Referral Agent", which expression shall, unless repugnant to the context or meaning thereof, be deemed to include its successors and assigns) of the other part.

I-Sec and the REFERRAL AGENT are hereinafter collectively referred to as "Parties" and individually as "Party".

**WHEREAS:-**

1. I-Sec is a company inter-alia engaged in the business of providing online broking services and distribution of other financial products (by way of online / offline / otherwise) including various value added services and other facilities to its customers
2. The REFERRAL AGENT is inter-alia engaged in the business/occupation of providing.....[insert the business or occupation /service details of the Referral Agent in brief]
3. The REFERRAL AGENT is desirous of providing services as contemplated herein under this Agreement as a REFERRAL AGENT of I-SEC.
4. This agreement has outlined inter-alia the scope of the activities, responsibilities, confidentiality of information, commission sharing, termination clause, and reflects our broad understanding of the nature of services that I-Sec requires etc;

## **NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

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

### **1 SCOPE OF SERVICES**

- a) In the event that any person is desirous of trading/investing in securities market and/or their derivatives the REFERRAL AGENT shall refer only such persons to I-Sec, in a form and manner as required by I-Sec.
- b) The Referral Agent in accordance with the terms and conditions of this Agreement agrees on a non exclusive basis refer clients to I-Sec, such of its clients who are desirous of availing the Services (the "Prospective Clients") from I-Sec. The REFERRAL AGENT undertakes to ensure to obtain a declaration from each of such referred clients in the format as shall be prescribed by I-Sec from time to time.
- c) The REFERRAL AGENT acknowledges that I-Sec, 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 I-SEC.
- d) It shall be the sole responsibility of the Referral Agent to ensure the clients introduced by him/it to I-Sec for the purpose of this Agreement are those clients that are either already known to him/it prior to making such referral to I-Sec and/or have some business relationship with him/it. The Referral Agent undertakes that he/it shall not, under any circumstances, use any database or client information/details acquired by it directly or indirectly from/through any third party.

### **2. OBLIGATIONS OF THE REFERRAL AGENT**

- a) The REFERRAL AGENT undertakes to ensure that persons/investors referred by him are briefed and have understood the registration requirements, if any, of I-SEC, and have read, understood and agreed to the terms and conditions of services, as well as agreed to enter into an Arrangement with I-SEC in such form, substance and manner as maybe required by I-SEC.
- b) The REFERRAL AGENT acknowledges the discretionary right of the Client to continue Client relationship through I-SEC at his discretion. Discontinuance of a contract, if any, between the REFERRAL AGENT and its Client will not have any effect to the contract entered into between I-SEC and the said Client.
- c) The REFERRAL AGENT represents and warrants that the REFERRAL AGENT shall always hold any necessary certifications as may be required by the regulators from time to time. The REFERRAL AGENT agrees to abide by the Regulations/ Rules/ Guidelines/ Circulars of SEBI and all the applicable regulatory/statutory requirements; as may be notified from time to time.
- d) The REFERRAL AGENT agrees to assist I-SEC in complying with provisions of the Money-Laundering Act, 2002 as may be mutually agreed between the Parties.
- e) The REFERRAL AGENT agrees to give the required declaration in the form of self certification to I-SEC/Principal in the format as required by I-SEC / Principal from time to time.
- f) The REFERRAL AGENT agrees that it is not authorized to receive money on behalf of the Principal or I-SEC and issue any receipt thereof. The REFERRAL AGENT agrees to advise the applicant or investors to lodge their application with I-SEC or its branch or collection centre



and an authorized agent of I-SEC for receipt of the application money and to issue official receipt thereof.

- g) In cases where I-Sec was in prior discussions with an Investor or client who may be introduced by any other third party and either prior to materialization or after materialization of the client relationship with I-Sec if the Referral Agent also refers such investor/client to I-Sec, no Referral Fee shall be payable to the Referral Agent. Provided that such overlapping reference would be intimated to the Referral Agent by I-Sec within 15 working days of such reference or introducing such prospective clients to I-Sec.
- h) Should the prospective investor or the Client approach the REFERRAL AGENT for any queries regarding I-SEC or the Principal, the REFERRAL AGENT agrees to forward the same to I-SEC.
- i) The REFERRAL AGENT agrees not to make any statement, representation or claim nor give any warranties to any person in respect of the business of I-SEC or the Principal save as may be specifically authorised in writing by I-SEC or the Principal.
- j) The REFERRAL AGENT agrees neither to use nor display the name, logo or mark of the I-SEC or the Principal (or any logo or mark similar thereto) in any manner, unless in the specified agreed manner.
- k) The REFERRAL AGENT agrees to conduct himself with propriety and decorum all times and in the manner which is not prejudicial to the interest of I-SEC or the Principal.
- l) The REFERRAL AGENT/REFERRAL AGENT hereby agrees that its appointment shall be purely on principle to principle basis and cannot be construed as employment with I-SEC. The REFERRAL AGENT agrees to abide by I-SEC'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 I-SEC.
- m) The REFERRAL AGENT undertakes and declares that it is not or he is not in any direct relation to I-Sec employees and further undertakes to keep I-Sec informed of any change in its status in relation to being directly connected or related to employees of I-Sec during the period of this Agreement.

### 3. **CONSIDERATION**

- a) I-SEC shall pay to the REFERRAL AGENT, fees for the services rendered as mentioned under this Agreement to facilitate distribution of securities and investment products as may be mutually agreed from time to time between the Parties.
- b) Further, I-SEC may at its sole discretion decide not to pay such referral fee to the REFERRAL AGENT with respect to any particular client(s). The commission/fees payable to the REFERRAL 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 REFERRAL AGENT.
- c) The rates of referral fees/ commission are subject to revision by I-SEC/ Principal from time to time and the REFERRAL 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 REFERRAL AGENT is found, then the REFERRAL AGENT shall reimburse I-SEC for all such amounts charged to I-SEC, failing which I-Sec shall be entitled to adjust the same from the referral fees to be paid by I-Sec to the REFERRAL AGENT in the subsequent fees to be paid.
- e) All payments to be made by I-SEC under the terms of this Arrangement shall be subject to the deduction of all applicable Taxes.
- f) I- SEC may at its sole discretion decide the amount to be paid to the REFERRAL AGENT. The details of the confirmed transaction on which revenue is shared at gross product category level of the referred clients may be disclosed by I-Sec without any disclosure of the individual client details.

- g) If any client wise details of calculation are required by the REFERRAL AGENT, the REFERRAL AGENT would have to share the undertaking in the format as may be prescribed by I-Sec from time to time from each of such client.

#### 4. **ASSIGNMENT AND SUB-CONTRACTION**

The REFERRAL AGENT 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 I-SEC. However I-SEC shall be entitled to assign/transfer its rights and benefits under this Arrangement to any person without requiring the consent of the REFERRAL AGENT / REFERRAL AGENT.

#### 5. **NO WARRANTIES WITHOUT AUTHORITY**

The REFERRAL AGENT 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.

#### 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 REFERRAL AGENT and / or its employees shall be treated as absolutely confidential and the REFERRAL AGENT irrevocably agrees and undertakes that the REFERRAL 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 I-SEC nor shall use or allow to be used any information than as may be necessary for the due performance of the obligation of the REFERRAL AGENT hereunder. The REFERRAL AGENT hereby specifically agrees to make good any loss that may be suffered by the Company I-SEC arising out of any breach of this undertaking by the REFERRAL AGENT and /or its employees and shall immediately reimburse and pay to the Company I-SEC on demand all damages, loss, cost, expenses or any charges that Company I-SEC may suffer, incur or pay in connection therewith.
- b) The REFERRAL AGENT shall take all necessary actions to protect the Confidential Information against misuse, loss, destruction, deletion and / or alteration.
- c) The REFERRAL AGENT shall not misuse or permit misuse directly or indirectly, nor commercially exploit the confidential information for economic or other benefit.
- d) The REFERRAL AGENT shall not make or retain any copies or record of any Confidential Information provided by I-SEC other than as may be required for the performance of the REFERRAL AGENT obligation under this Arrangement. The REFERRAL AGENT shall notify I-SEC promptly of any unauthorised or improper use or disclosure of the Confidential Information.
- e) The REFERRAL AGENT shall return all the Confidential Information belonging to I-SEC which is in the custody of the REFERRAL AGENT at the termination of this Arrangement.

#### 7. **INDEMNITY**

The REFERRAL AGENT hereby indemnifies and shall always keep indemnified I-SEC against all costs, actions, claims, losses, damages, suits, prosecutions, including all consequential,

loss and legal fees which I-SEC may suffer/ incur on account of the failure or default or breach on the part of the REFERRAL AGENT in whole or any part of the terms and conditions, or on account of any omission on part of the REFERRAL AGENT to obtain the necessary authorized and permits under the terms of this terms and conditions or any other breach of the terms and conditions of this Agreement.

## 8. **TERMINATION**

- a) The term of this agreement shall be effective from the date of execution of this Agreement, and shall be in full force until terminated by the parties in terms of this Agreement.
- b) I-SEC 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 for any misconduct on the part of REFERRAL AGENT is identified or becomes known or for any other reasons at its sole discretion.  
In addition to the above, I-SEC may immediately terminate the arrangement with the REFERRAL AGENT, if any of the following is observed: if the REFERRAL AGENT is found violating any of the SEBI rules, circulars and regulations for intermediaries as amended by SEBI from time to time and any other regulatory guidelines, circulars and norms for intermediaries; including code of conduct and any rules and regulations that may be framed or amended from time to time and his/her registration is cancelled, his/her registration as an REFERRAL AGENT will be liable for termination.
- c) In the event of this Arrangement being terminated as aforesaid, all of the obligations and undertaking of the REFERRAL AGENT, save and except any accrued and unpaid obligations of REFERRAL AGENT shall terminate forthwith on such date of termination, the Arrangement shall continue till such payment obligation has been fulfilled to the satisfaction of the I-SEC.
- d) In case of termination of the Arrangement by I-SEC, any commission for the relevant previous month is liable to be forfeited by I-SEC at its sole discretion.
- e) The Agreement may be terminated by either Party by giving a 30 days prior written notice for reasonable reasons to be recorded shall not in any manner affect the status of any client already registered on I-SEC either before, or pursuant to, the execution of this Arrangement.
- f) If any of the directions and instructions as specified herein or may be, from time to time, issued by the Principal or the I-SEC are not complied by the REFERRAL AGENT.

## 9. **NON-SOLICITATION**

For a period of two (2) years from the date of the termination, expiry or during the period of this Agreement, the REFERRAL AGENT shall not solicit or entice away from I-SEC any clients/ investor referred by it, or employ or offer to employ any officer, manager or senior employee of I-SEC whether or not that person would commit a breach of his or her contract of employment by being enticed or accepting employment.

## 10. **MISCELLANEOUS**

- a) A person who is not a party to this Agreement has no rights under the Contracts, to enforce or enjoy any terms of the Agreement. No consent of any third party shall be required for any variation (including any release or compromise of any liability) or termination of this Agreement.
- b) This Agreement may be entered into in counterparts, all of which taken together shall constitute one and the same letter.

- c) This Agreement shall benefit and be binding on the Parties and their respective successors and permitted assigns. No Party may assign or transfer all or any part of its rights and obligations under this Agreement without the prior written consent of the other Party.
- d) Any failure to exercise or delay in the exercise any right or remedy vested in a Party under or pursuant to this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other right or remedy and no single or partial exercise of any right or remedy shall prevent any further exercise of such right or remedy or the exercise of any other right or remedy available.
- e) This Agreement is entered into on a non-exclusive basis and the Parties reserve their rights to enter into similar arrangements with other persons.
- f) Any and all amendments or modifications to this Agreement must be written and signed by the authorised representative(s) of the Parties.
- g) If any provision under this Agreement is for any reason determined by a court or arbitral tribunal to be invalid or unenforceable, the remaining provisions shall not be affected, impaired, or invalidated, and remain in full force and effect.
- h) This Agreement constitutes the entire agreement between the Parties as to the subject matter hereof. No rights or obligations other than those expressly stipulated herein are to be implied from this Agreement.
- i) This Agreement shall be governed and construed in accordance with the laws of India and the Parties agree to submit irrevocable to the exclusive jurisdiction of the courts of Mumbai.

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 REFERRAL AGENT..... Authorised Person

Witness

- 1.
- 2.