

Distributor Empanelment Form



WHITEOAK
CAPITAL ASSET MANAGEMENT

Please Note: All field marked with asterisk (*) to be mandatorily filled.

1. AMFI / NISM Certification Details* (Please attach a copy of the AMFI / NISM Certificate & ARN Card)

Registration No. ARN- Passed on Valid Up to

2. KEY CONTACT DETAILS* (Mandatory)(Please fill in Block Letters)

Name of ARN Holder (Mr/Ms/M/s)

Contact Person (Mr/Ms)

Address For Communication*

City

State Pin Code

Tel. No. 1 Tel. No. 2 Mobile No.

E-mail Id Fax

Status (Please ✓ any one): Individual Sole Proprietorship Partnership Firm Public Ltd. Co. Bank Pvt. Ltd. Co. Society / Trust Others *(Please Specify)*

Recent
passport size
photograph
(Only for individual)

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

Bank Name Branch Name

City State

Account no. Account type Saving Current

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

4. ADDITIONAL INFORMATION [Change in Authorised Person shall be communicated to WhiteOak Capital Mutual Fund]

Individual		Corporate	
PAN*	<input type="text"/>	PAN*	<input type="text"/>
Date of Birth	<input type="text"/>	Service Tax Registration Number	<input type="text"/>
Wedding Anniversary	<input type="text"/>	Date of Incorporation	<input type="text"/>
Educational Qualification	<input type="text"/>	Authorised Person	<input type="text"/>
		Designation	<input type="text"/>

5. BUSINESS DETAILS

No. of Investors

Experience in Selling: (Please ✓)

Insurance Rs. Fixed Deposit Rs.

Bond Rs. IPOs Rs.

Funds Mobilised in MF

Cumulative to Date (Rs.)

Last one year (Rs.)

Breakup of amount procured: Equity (%) Debt (%)

Expected Business in Current FY for WOC Mutual Fund (Rs.)

6. INFRASTRUCTURE DETAILS

Operating from Office: Yes No.

Office Area (sq. ft.) No. of Branches No. of Employees No. of Sub Brokers

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

7. NOMINATION DETAILS FOR BROKERAGE/ COMMISSION (In case of Individual Agents Only)

I hereby nominate the person named below to receive the amounts of brokerage to my credit in the event of my death.

Nominee Name

Date of Birth Relationship

Guardian's Name (Incase of Minor)

* Address of Nominee / Guardian

State City Pin Code Signature of Nominee / Guardian

8. DECLARATION

I/We hereby declare that the information furnished herein is complete and correct in all respects. I/We undertake to abide by (a) such guidelines, code of conduct and other circulars etc. issued by SEBI and/or AMFI that may be applicable to me/us, and (b) the terms and conditions stated overleaf as amended from time to time. I/We further confirm that I/We (including our directors / employees / officers/partners) am / are not an employee of WhiteOak Capital Asset Management Limited (formerly known as YES Asset Management (India) Limited) nor a relative of any Director / Employee of the AMC / Sponsor or any of its associates [herein after referred as Related Person], apart from the ones mentioned below:

Date

Place

Authorised Signature

(Rubber Stamp in case of Non-individuals)

All fields marked with * are mandatory

FOR OFFICE USE ONLY

Recommended by Relationship Manager	<input type="text"/>	RM Code	<input type="text"/>	AMC Branch	<input type="text"/>	Branch Code	<input type="text"/>
Classification (any one)	Comment					Date	<input type="text"/>
<input type="checkbox"/> National <input type="checkbox"/> PSU Bank	a.					<input type="text"/>	<input type="text"/>
<input type="checkbox"/> Regional <input type="checkbox"/> Private Bank	b.					<input type="text"/>	<input type="text"/>
<input type="checkbox"/> IFA <input type="checkbox"/> Others (_____)	c.					<input type="text"/>	<input type="text"/>
Proposed by	<input type="text"/>	Approved by	<input type="text"/>				

TERMS AND CONDITIONS

It is hereby agreed, declared, confirmed and recorded by the Applicant / ARN Holder named hereinbefore (hereinafter referred to as the 'Distributor') that:

- The statements made/information provided by the Distributor in this Distributor Empanelment Form (the 'Form') and the declaration made therein read with these terms and conditions ("Terms and Conditions") shall be the basis of the contract between WhiteOak Capital Asset Management Limited (the 'AMC') and the Distributor. The Distributor agrees to abide by these Terms and Conditions and rules in force and the changes in the Terms and Conditions from time to time relating to the distributorship.
 - The appointment as the Distributor will be at the sole discretion of the AMC and will be subject to written confirmation by AMC. The agency of the Distributor will commence on the date stated in the empanelment letter issued by the AMC.
 - The Distributor and his/her /its representatives shall carry out such directions and instructions as may from time to time, be issued by the AMC in this regard from time to time.
 - The Distributor agrees and undertakes to read and understand the Statement of Additional Information (SAI) and Scheme Information Documents (SIDs) of the respective scheme(s) of WhiteOak Capital Mutual Fund (WOC MF) (including any addenda issued thereto) carefully and explain the market risks, investment risks, investment objectives, and the special features of the schemes to the investors. The Distributor shall not make any representation concerning schemes or WhiteOak Capital Mutual Fund (WOC MF) except those contained in the SAI and SIDs of the respective schemes and the Key Information Memoranda (KIM) containing Application Forms and printed information issued by the AMC from time to time.
 - The Distributor agrees to use only such latest SAI, SID, and KIM and advertising material provided by the AMC and the distributor shall not design his/her own advertisement of the Scheme(s) of WOC MF unless he/she /it has obtained prior approval in writing from the AMC.
 - 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 WOC 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 WhiteOak Capital Mutual Fund (WOC MF).
 - The Distributor agrees that he/she/it will not rebate/pass on the commission/brokerage to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits which are extraneous to the schemes of WOC MF.
 - 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.
 - The Distributor agrees to comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, Prevention of Money Laundering Act, 2002 and rules and guidelines issued thereunder by SEBI and/or any other regulatory authority from time to time and shall strictly abide by SEBI guidelines on advertisements / sales literature in respect of mutual funds and the Code of Conduct for Distributors at all times. The Distributor also agrees to comply with the guidelines issued by Association of Mutual Funds in India (AMFI) or any other self regulatory body registered with SEBI, regarding the distribution of mutual funds in India and any such obligations which may be applicable to distributors including but not limited to AMFI circular 135/ BP/ 74/ 2018 -19, dated August 29, 2018 (annexure 3) on 'Best Practices Guidelines on Electronic Transactions SEBI Circular Cir/IMD/DF/13/2011 dated August 22, 2011, SEBI circular CIR/MRSD/5/2013 dated August 27, 2013 regarding conflict of interest. The Distributor shall ensure that his/her/its personnel/representatives shall at all times conduct themselves within the parameters of these Terms and Conditions and comply with and adhere to all applicable laws or guidelines stated herein and shall not commit or permit commission of any offence and in the event of any of fence being committed by the Distributor or his/her/its personnel/representatives, the Distributor shall be liable for all consequences thereof and the AMC shall not be directly or vicariously liable for the same. The Distributor also agrees to comply with guidelines mentioned in SEBI circular SEBI/HO/IMD/DF2/CIR/P/2019/12 on "Cyber Security and Cyber Resilience Framework for Mutual Fund (MF)/AMC" to the extent applicable.
 - The Distributor shall provide a self certification in the prescribed format, on periodic basis, along with supporting documents, as required by the AMC, certifying compliance with the applicable provisions of the extant SEBI (Mutual Funds) Regulations, 1996 and guidelines, and adherence to the Code of Conduct as prescribed by SEBI/AMFI for intermediaries of Mutual Fund at the end of every financial year to the AMC through AMFI/CAMS. The Distributor agrees that if the said self certification is not provided by him/her / it as required, the AMC shall be entitled to withhold the payment of commission / brokerage till receipt of the certificate.
 - All employees, personnel, sub-agents and representatives of the distributor engaged in sales and marketing of the units of the Schemes of WOC MF shall be certified and registered with AMFI and shall hold a valid AMFI Certificate and/or National Institute of Securities Markets (NISM) Certificate as prescribed by SEBI from time to time. Further, the Distributor shall on request by the AMC at any time and from time to time, provide a declaration to the above effect. In addition, the AMC shall have the right to call for copies of AMFI / NISM Certificates of all personnel, subagent(s) and representative(s) of the Distributor engaged in sales and marketing of the Units of the schemes of the WOC MF and they shall forthwith be required to furnish the same.
 - The Distributor shall immediately notify the AMC in writing if any of his/her/its personnel or representative has committed any act amounting to moral turpitude, financial irregularities or has been arrested by the police or has been relieved from the services/employment of the Distributor. Upon receipt of such notice from the Distributor, the AMC may suspend the agency of the Distributor and withhold the payment of the commissions/brokerage etc. as it deems fit.
 - The Distributor hereby agrees that if he/she/it appoints any sub-agent(s) or any representative(s) directly or indirectly, then in that case the Distributor will be responsible for all the acts of the sub- agent(s)/representative(s) to AMC and to third parties.
 - The Distributor agrees not to distribute the products of the AMC to such investors who are banned from investing in India.
 - The 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 the AMC. The Distributor undertakes to (i) properly display such documents in its place of business; and (ii) provide legible hard copies of such documents to investors/potential investors of the AMC
- 16a) APPLICABLE TO INDIVIDUAL DISTRIBUTORS**
The Distributor shall have at least 12 investors with the AMC, within one year of empanelment; alternatively, he/she shall furnish an undertaking to the AMC stating that he/she has serviced at least 25 investors across all mutual funds; this undertaking would form part of his/her annual self certification as specified in Clause 10 hereinabove.
- b) APPLICABLE TO NON-INDIVIDUAL DISTRIBUTORS** If 75% or more of the gross funds mobilized by the Distributor within one year of empanelment are from associates, then, the Distributor shall, furnish an undertaking stating that it had serviced at least 200 investors other than associates and/or employees of the said associate(s) during the said period. This undertaking would form part of its annual self- certification as specified in Clause 10 herein above.
- c) Corporate distributors obtaining empanelment with AMC is required to have at least 100 investors from non-associates within one year of empanelment or have average assets under management of at least Rs. 1 Crore with the AMC which are not from associates (being subsidiary and holding companies) with in the period of one year of empanelment.**
- The Distributor agrees that the limits prescribed above in sub-clause 16(a), (b) or (c) shall be liable to change as per the guidelines / recommendation(s) issued by AMFI/SEBI from time to time.
 - The Distributor shall be responsible for proper affiliation of the ARN numbers on the application forms. The AMC shall not be responsible in case of any disputes, if the same is not properly affixed by the Distributor. In accordance with the SEBI Circular dated June 30, 2009 abolishing entry load, upfront commission, if any would be paid by the investor directly to the Distributor, based on the investor's assessment of various factors including the service rendered by the Distributor. Distributor shall disclose to the investor(s) all the commissions (in the form of trail commission or any other mode) for the different competing schemes from amongst which the scheme(s) of WOC MF is/are recommended to the investor(s).
 - The Distributor hereby declares that it does not fall under any of the criteria mentioned in the SEBI circular Cir/ IMD/ DF/13/ 2011 dated August 22, 2011. At anytime if the Distributor falls under any of the said criteria, the Distributor shall intimate the AMC immediately and comply with the aforesaid SEBI circular.

INDEMNITY

- The Distributor declares and covenants with the AMC, to defend, indemnify and hold the AMC, WhiteOak Capital Trustee Limited (Trustee) and their affiliates, directors, promoters, agents, employees, successors in interest and permitted assigns harmless from and against all claims, damages, liabilities, costs, charges or assertions of liability of any kind or nature resulting from, arising out of or in connection with:
 - Any breach of terms, covenants and conditions or other provisions hereof, or SAI and SID / KIM or any actions or omissions there under;
 - Any failure to comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirement of law;
 - The misfeasance, mis-selling, mis-representation, omission, willful misconduct, malfeasance or fraudulent acts of the personnel /representative(s) of the distributor;
 - Any breach of any term or contention mentioned herein by the Distributor or any of its employees, sub-Distributor and/or any of its representatives; and
 - Any and all actions, suits, proceedings, assessments, settlement, arbitration judgments, cost and expenses, including attorneys' fees, resulting from any of the matters set forth above.
- The Distributor shall also indemnify and hold harmless the AMC, Trustee and/or the WOC MF from and against any and all direct and indirect losses, costs (including without limitation legal costs), charges, claims, expenses, damages, liabilities, awards, judgments, fines and actions of any nature whatsoever which the AMC, Trustee and/or WOC MF may incur/suffer due to a) the sub- agen(i)s of the Distributor making any representations, which are not based on information, documentation and/or literature provided by AMC/Trustee/ WOC MF as may be applicable; (b) any wrongful, dishonest, criminal, fraudulent act or willful misconduct or gross negligence of the subagent(s)/representative(s) of the Distributor.

BROKERAGE / COMMISSION

- The Distributor fulfilling the empanelment criteria as per the Code of Conduct and best practices for intermediary prescribed by SEBI and AMFI shall be entitled to receive brokerage for all business brought/ funds mobilized by him/her/it for AMC till the subsistence of the distributorship, except on the investments made in his/her/its own name. The brokerage will be paid to the Distributor at the rates(s) prescribed by the AMC. Provided, however, that the rate(s) are subject to revision as per the discretion of the AMC from time to time and the Distributor shall be bound by such changes. The commission/brokerage so paid to the Distributor shall be inclusive of all cost, charges, expenses, cesses, levies and requisite taxes at the applicable rate(s) in force.
- The periodicity of payments for each scheme of the AMC will be decided by the AMC at its discretion. The Distributor shall be eligible to receive commission based on value of such investment brought by such Distributor under each scheme of the AMC subject to such other terms and conditions as may be applicable.
- The distributor shall not have any claim against the AMC/WOC MF/Trustee for any loss incurred by him/ her/it as not anticipated and arising out of any revision in the rate(s) of the commission/brokerage for business brought/funds mobilized.
- To avail the facility of Direct Credit of brokerage payment, the Distributor shall submit a copy of a cancelled cheque leaf for the records of AMC. AMC reserves the right to pay brokerage/commission by cheque/demand draft even if the Distributor has opted for a direct credit of brokerage.

26. In case of non-compliance of any of the Terms and Conditions mentioned herein and non-compliance of guidelines of SEBI/AMFI or guidelines issued by any other regulators, the AMC may suspend further business and pay-out of the commissions etc. until the same is complied with.
27. In case the Distributor receives any commission or any other amount which is not due or payable to the Distributor, the AMC shall be entitled to recover the same or adjust all such amounts as are paid wrongly or by mistake to the Distributor.
28. In case of termination of the distributorship under any circumstances, and if there is a mismatch as per Clauses 32 and 33 mentioned herein below, the AMC shall not pay any trail commission after the termination of the agency of the distributor for the all business brought/funds mobilized by them for AMC before the termination of the distributorship.
29. As per SEBI circular, brokerage will not be released for KYC not complied folios.

GST CLAUSE

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

PRINCIPAL TO PRINCIPAL

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

TERMINATION

37. The appointment of the Distributor shall be liable to be terminated by the AMC forth with:
- If he/ she is found to be a minor or adjudicated as an insolvent or found to be of unsound mind by a court of competent jurisdiction (applicable for individual applicants);
 - If in the course of any judicial proceeding it is found that he/she /it or any of his/her / its personnel has knowingly participated in or connived at any fraud, dishonesty or WOC MF misrepresentation, mis-selling, financial irregularities against the AMC or any Unit holder of WhiteOak Capital Mutual Fund;
 - If the AMC is satisfied that any statement made in this Form was false or misleading or calculated to mislead;
 - If he/ she/ it acts in any other manner prejudicial to the interest of the AMC/WOC MF;
 - If he/ she/ it does not comply with applicable legislation, guidelines, statutes, ordinances, regulations administrative rulings or requirement of law;
 - If he/she/it remains inactive in business with the AMC for a considerable period of time, as decided by the AMC from time to time (in such cases the AMC also reserves the right to suspend brokerage/ commission); and
 - for non-compliance of any of the clauses of the Terms and Conditions specified herein and the changes made to the Terms and Conditions from time to time.
38. In addition to what is stated in the preceding paragraphs, the AMC shall have the right to terminate the appointment of the Distributor at any time by giving him/her/it 30 days notice without assigning any reason thereof. The Distributor may also terminate the agency at any time by giving 30 days notice to the AMC
39. The distributorship shall stand automatically terminated without any notice from the AMC upon disqualification or withdrawal of Regulatory/ Government/ AMFI approval to act in the capacity contemplated herein. Upon any termination, the Distributor shall forthwith handover to the AMC, all documents, papers and material pertaining to AMC/WOC MF and/or belonging to AMC/WOC MF.

MISCELLANEOUS

40. By accepting this terms and conditions and notwithstanding any conflict in the terms and conditions, the Distributor agrees to the following:-
- The Distributor will not, and will cause its agents, employees, officers, directors, shareholders, partners, subsidiaries, affiliates, and representatives associated with or acting on behalf of the AMC (collectively, the "Representatives"), and sub-contractors, if any, not to, directly or indirectly through a third-party intermediary, in connection with this engagement and the business resulting there from, offer, pay, promise to pay, or authorize the giving of money or anything of value to any person, in contravention of any applicable anti-corruption laws including but not limited to the Prevention of Corruption Act, 1988 and the Prevention of Money Laundering Act ("PMLA"), 2002 as amended from time to time, and any other anti-corruption law applicable, where the AMC and the Distributor conduct their business, including any rules and regulations formed thereunder from time to time. in order to assist in obtaining or retaining business for, directing business to, or securing an improper advantage for the AMC.
 - Upon a good faith request by the AMC, the Distributor and its Representatives agree to cooperate with the AMC to determine if a violation of sub-clauses (a)) has occurred.
41. The empanelment of the Distributor as a distributor of the AMC shall be on a non-exclusive basis and is subject to written confirmation from the AMC.
42. The Distributor shall not restrict the right of the investor to change the distributor, if the investor wishes to do so.
43. The distributor understands and agrees that the units shall not be directly or indirectly marketed offered or sold to US Person as defined under the Securities Act, 1933 of USA), corporations and other entities organized under the applicable laws of the U.S.A, qualified foreign investors (QFI) registered in USA & Canada, and residents of Canada as defined under the applicable laws of Canada.

CONFIDENTIALITY

44. Confidential Information shall mean all information disclosed to the Distributor under this Agreement, including but not limited to the details of the investors. The Distributor acknowledges and agrees to protect the Confidential Information, applying the same or higher standard of care as the AMC while protecting its own confidential information. The Distributor shall disclose or permit disclosure of Confidential Information to its employees, agents or service providers only on a need to know basis.
- Each Party will comply with, and warrant that, it has complied with all applicable data protection and privacy legislations and regulations in India. The Distributor agree that any sharing of confidential and personal data of the investors by the AMC with the Distributor is done on the understanding that the Distributor shall ensure that all appropriate confidentiality obligations and technical and organizational security measures are in place to prevent any unauthorized or unlawful disclosure or processing of such information and data and accidental loss or destruction of or damage to such information or data.

JURISDICTION

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

CHECKLIST

For Individuals	For Corporates	For Partnership Firms
Please Check if the following documents are enclosed		
<input type="checkbox"/> Copy of the AMFI/NISM Certificate	<input type="checkbox"/> Copy of the AMFI/NISM Certificate	<input type="checkbox"/> Copy of the AMFI/NISM Certificate
<input type="checkbox"/> Copy of the AMFI Letter & ARN Card	<input type="checkbox"/> Copy of the AMFI Letter & ARN Card	<input type="checkbox"/> Copy of the AMFI Letter & ARN Card
<input type="checkbox"/> Copy of the Cancelled Cheque	<input type="checkbox"/> Copy of the Cancelled Cheque	<input type="checkbox"/> Copy of the Cancelled Cheque
<input type="checkbox"/> Copy of PAN Card	<input type="checkbox"/> MDA	<input type="checkbox"/> Partnership Deed & Resolution
	<input type="checkbox"/> Authorised Signatory List	<input type="checkbox"/> Authorised Signatory List
	<input type="checkbox"/> Board Resolution	<input type="checkbox"/> Copy of PAN Card
	<input type="checkbox"/> Copy of PAN Card	
Please Check if the following mandatory details are filled		
<input type="checkbox"/> Complete Address	<input type="checkbox"/> Complete Address	<input type="checkbox"/> Complete Address
<input type="checkbox"/> Contact Number	<input type="checkbox"/> Contact Number	<input type="checkbox"/> Contact Number
<input type="checkbox"/> AMFI Registration Number (ARN)	<input type="checkbox"/> AMFI Registration Number (ARN)	<input type="checkbox"/> AMFI Registration Number (ARN)
<input type="checkbox"/> Bank Account Details	<input type="checkbox"/> Bank Account Details	<input type="checkbox"/> Bank Account Details