

**INSTRUCTIONS FOR EMPANELMENT AS A DISTRIBUTOR WITH  
HSBC ASSET MANAGEMENT (INDIA) PRIVATE LIMITED**

1. Submit the form, duly filled in, to the nearest HSBC Asset Management Investor Service Centre. Incomplete application forms will not be processed.
2. Distributors of HSBC Asset Management (India) Private Limited are expected to adhere to the Code of conduct for Intermediaries and various other circulars and guidelines issued from time to time.
3. Applicants who are not certified by the Association of Mutual Funds in India (AMFI /NISM) are not eligible for empanelment.

**CHECKLIST FOR DOCUMENTS TO BE SUBMITTED**

<b>Documents</b>	<b>Individual</b>	<b>HUF</b>	<b>Proprietorship firm</b>	<b>Partnership Firm</b>	<b>Company</b>	<b>Trust</b>
Valid letter of Registration issued by AMFI for Non Individuals OR Valid ARN Card in case of Individual/Sole Proprietor	✓	✓	✓	✓	✓	✓
PAN Card of Distributor	✓	✓	✓	✓	✓	✓
Address Proof of Distributor	✓	✓	✓	✓	✓	✓
Bank Details along with supporting (i.e., cancelled Cheque Leaf) Cheque Proof - to be in the name of ARN	✓	✓	✓	✓	✓	✓
MOA, AOA and Certificate of Incorporation//Trust Deed/Partnership Deed/HUF Agreement along with details of Co-Parceners	NA	✓	NA	✓	✓	✓
Board Resolution (mentioning that company is applying to HSBC Asset Management Pvt Ltd for empanelment as a distributor of HSBC Mutual Fund products)	NA	NA	NA	✓	✓	✓
Authorized Signatory List (along with Mode of Operation) - Annexure II	NA	NA	NA	✓	✓	✓
Documents of Karta (Along with PAN + Address Proof)	NA	✓	NA	NA	NA	NA
KYD copy of ARN Holder from CAMS website	✓	✓	✓	✓	✓	✓
Self Attested Documents (Identity Proof, Address Proof, etc.)	✓	✓	✓	✓	✓	✓

**PROOF OF IDENTITY (POI): LIST OF DOCUMENTS ADMISSIBLE AS PROOF OF IDENTITY :**

- PAN card with photograph. This is a mandatory requirement for all applicants.

**PROOF OF ADDRESS (POA): LIST OF DOCUMENTS ADMISSIBLE AS PROOF OF ADDRESS :**

- Passport / Voters Identity Card / Ration Card / Registered Lease or Sale Agreement of Residence / Driving License / Flat Maintenance bill / Insurance Copy.
- Utility bills like Telephone Bill (only land line), Electricity bill or Gas bill - Not more than 3 months old.
- Bank Account Statement / Passbook - Not more than 3 months old.
- Self-declaration by High Court and Supreme Court judges, giving the new address in respect of their own accounts.
- Proof of address issued by any of the following:  
Bank Managers of Scheduled Commercial Banks / Scheduled Co-operative Bank / Multinational Foreign Banks / Gazetted Officer / Notary public / Elected representatives to the Legislative Assembly or Parliament / Documents issued by any Govt. or Statutory Authority.
- Identity card / document with address, issued by any of the following:  
Central / State Government and its Departments, Statutory / Regulatory Authorities, Public Sector Undertakings, Scheduled Commercial Banks, Public Financial Institutions, Colleges affiliated to Universities and Professional Bodies such as ICAI, ICWAI, ICSI, Bar Council etc., to their Members.

**HSBC ASSET MANAGEMENT (INDIA) PRIVATE LIMITED**  
 Investment Manager to HSBC Mutual Fund  
 9-11 Floors, NESCO IT Park, Building no. 3, Western Express Highway,  
 Goregaon (East), Mumbai – 400 063. Tel: 1800 200 2434

ARN No.:

Passed on:

Valid Upto:

PAN No.

ARN Name (as per AMFI records)

**\* KEY CONTACT DETAILS**

NAME (Mr/ Ms./ M/s)   
 (Block Letters)

ADDRESS FOR COMMUNICATION   
 (Block Letters) Pin Code

Telephone Office   -   Resi.   -

Mobile         Fax   -

E-mail 1.  E-mail 2.

**\* TAX STATUS (Please tick anyone)**

INDIVIDUALS	NON-INDIVIDUALS		
<input type="checkbox"/> Individuals	<input type="checkbox"/> Partnership Firm	<input type="checkbox"/> Private Limited Company	<input type="checkbox"/> Public Limited Company
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Society / Trust	<input type="checkbox"/> LLP	<input type="checkbox"/> Others, Please specify <input type="text"/>

**\* DISTRIBUTOR TYPE (Please tick anyone)**

MFD  National Distributor  Corporate Distributor  Overseas Distributor  Bank  Others, Please specify

**\* ADDITIONAL INFORMATION**

INDIVIDUALS	NON-INDIVIDUALS
Date of Birth <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Date of incorporation <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Father's Name <input type="text"/>	Contact Person <input type="text"/>
Proprietor Name (In case of Sole-Proprietorship Firm) <input type="text"/>	KARTA Name (In case of HUF) <input type="text"/>
PAN No. <input type="text"/>	Others <input type="text"/>
	PAN No. <input type="text"/>

**NOMINATION DETAILS FOR BROKERAGE / COMMISSION (for individuals and sole proprietorships)**

Name <input type="text"/>	<b>If Nominee is a minor</b>
Address <input type="text"/> <span style="float: right;">Pin <input type="text"/></span>	Date of Birth of Nominee <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Relationship with Distributor <input type="text"/>	Name of Legal Guardian <input type="text"/>
	Address of Legal Guardian <input type="text"/>
	Signature of Legal Guardian <input type="text"/>

**\* BANK DETAILS (Photocopy of the Cheque is mandatory)**

Name  Account No.

Branch  Account Type: (Please ✓)  Savings  Current  Others

Address  Pin  IFSC Code (For RTGS/NEFT)  11 Digit

MICR Code  9 Digit

**DISTRIBUTION FRAMEWORK - Business Details**

No. of Branches  No. of Sales Employees  No. of Subbrokers  No. of Clients

Experience in MF distribution (in years)  Experience in Selling:  Insurance  IPOs  Fixed Deposits  Bonds  Mutual Funds  Equity  Debt  PMS

**Funds Mobilised in MF** Cumulative to Date (₹)  Last one year (₹)

**COMPLIANCE & RISK MANAGEMENT**

Is there a compliance regime, code of ethics or code of conduct, e.g. policies for countering mis-selling, fraud, bribery, etc.  
 Please (✓)  Yes  No If "No", please refer point 21, 32 & 47 under the Terms and Conditions

Have there been any regulatory / statutory levies, penalties, legal suits or customer compensations made? If yes, please provide details. Please (✓) <input type="checkbox"/> Yes <input type="checkbox"/> No	Have there been any pending insolvency, administration, serious financial difficulties or any other matter, which could impact your financial credibility or ability to carry out the service? Please (✓) <input type="checkbox"/> Yes <input type="checkbox"/> No
Details (if any) :	Details (if any) :

**\* Mandatory**

**TERMS & CONDITIONS**

- (a) Term 'MF' or 'Fund' would mean HSBC Mutual Fund.
- (b) Term 'AMC' would mean HSBC Asset Management (India) Private Limited.
- (c) Term 'Distributor' would mean an individual, a sole proprietary concern, firm, body corporate or any other entity, eligible and willing to distribute units of the schemes of the MF.
- The appointment of the Distributor shall be subject to any guidelines, notifications, regulations etc., that may be framed or issued by HSBC Mutual Fund / HSBC Asset Management (India) Private Limited, Association of Mutual Funds in India, Securities and Exchange Board of India or any other regulatory body / authority and will be subject to written confirmation by AMC. The contract with the distributor will commence on the date stated in the welcome email / letter issued by AMC.
  - The Distributor shall do all acts, deeds and things necessary whereby the investors' confidence and interest in the MF / AMC is fully protected at all times.

The Distributor, if an individual hereby certifies that he / she is certified by Association of Mutual Funds in India / National Institute of Securities Markets (AMFI /NISM) and holds a valid AMFI / NISM certificate as required by Securities and Exchange Board of India (SEBI). Where the Distributor is a body corporate or any other entity, it shall ensure that all its employees, agents and representatives engaged in sales and marketing of units of the scheme(s) of the MF are certified by AMFI / NISM and hold a valid Letter of Registration/ Renewal of Registration issued by AMFI certificate as required by SEBI. Further the Distributor shall on the request by the MF / AMC at any time and from time to time, provide a declaration to the above effect. In addition the Distributor shall on request by the MF / AMC at any time, provide a copy of such AMFI / NISM Certificate(s) forthwith. Distributor also certifies that it is registered with AMFI and agrees to provide a copy of the same. It also certifies that all its employees engaged in sales and marketing are registered with AMFI and have obtained a photo identity card.
  - The Distributor shall accept from the investor(s) payments only in cheque or bank draft drawn on any bank, which is situated at and is a member of the Banker's clearing house, located at the place where the application is submitted. Applications accompanied by outstation cheques are liable to be rejected by the Distributor. The Distributor is not authorised to accept cash, money orders and postal orders at any point of time from any investor of the MF.
  - All applications along with cheque / demand draft and other transaction documents of the investor(s) shall be lodged with the Investor Service Centers / designated Collection Centers as notified from time to time. The Distributor is not authorised to issue any receipt on behalf of the MF / AMC.
  - The Distributor shall take adequate steps to obtain information and identify the investors who invest in the Mutual Fund through the Distributor and shall maintain all information / documents / records in respect of services provided under this agreement e.g customer data base etc. The Distributor confirms adherence to guidelines / circulars issued by SEBI/ AMFI, regarding the Anti Money Laundering Laws (AML Laws), and shall follow all procedures with regard to the same as communicated by AMC from time to time, including all regulatory and AMFI Best practices.
  - The Distributor shall be eligible to receive commission at such rate as may be decided by the MF / AMC from time to time, on amounts mobilised by such Distributor under each scheme of the MF. The amount of commission and / or incentive may vary from time to time and from scheme to scheme of the MF. Sales charge / Incentives where clawback is applicable is required to be settled between the distributor and the AMC within 30 days of the date of redemption or upon demand by the AMC either by set off against future commissions or direct payment to AMC.
  - The commission / brokerage so paid to the distributor shall be inclusive of any cost, charges and expenses incurred by the distributor in connection with the agency and shall be paid to the distributor only after deductions of the requisite taxes at the applicable rate(s) in force. In case of non-compliance of any of the Terms and Conditions mentioned herein and non-compliance of SEBI / AMFI guidelines, the AMC may suspend further business and pay-out of the commissions etc. until the same is complied with.
  - In case the Distributor receives any sum of money which is not due or payable to the Distributor, the MF / AMC shall be entitled to recover or adjust all such amounts as are wrongly paid to the Distributor.
  - The Distributor shall not have any claim against the MF / AMC, for any loss incurred by such Distributor as not anticipated and arisen out of any revision in the rate of commission or change of terms and conditions of distribution.
  - The Distributor shall only make representations / statements concerning units of scheme as contained in the current Scheme Information Document and Statement of Additional information and Abridged Scheme Information Document and Statement of Additional information (Key Information Memorandum) and printed information issued by the MF / AMC as information supplemental to such documents.
  - The Distributor shall only use the latest advertising / sales material for distributing / selling the units of the MF as provided / approved by the MF / AMC.
  - The Distributor shall not indulge in any kind of malpractice or unethical practice to sell, market or induce any investor to buy the units of the scheme(s) of the MF.
  - The Distributor (including all its employees, agents and representatives) undertakes to maintain strict confidentiality with regard to all matters, documents, reports and information ("Confidential Information") relating to the MF / AMC.
  - The Distributor represents and undertakes the following regarding the confidential information received from the Fund :-
    - The Distributor shall use the Confidential Information only for the purposes of performing and fulfilling the obligations under this Contract;
    - The Distributor shall not disclose the Confidential Information to any third party without the prior written consent of the MF / AMC, except as otherwise expressly permitted by this Agreement;
    - The Distributor shall immediately notify the MF / AMC when required to disclose Confidential Information under law (to the extent permitted by law);
    - The Distributor shall not transfer Confidential Information outside the jurisdiction of [INDIA] or permit any third party outside the jurisdiction of [INDIA] to have access to Confidential Information without the prior written consent of MF / AMC, except as otherwise expressly permitted by this Agreement;
    - The Distributor shall ensure that any employee, agent or sub-distributor requiring access to any Information is bound (for example, through an employment or agency contract or sub-contract with the Distributor) by the same undertaking herein as the Distributor, not to access, use, disclose or retain the Confidential Information except in performing their duties of employment or terms of any sub-distribution (as the case may be) in connection with and under these Terms and Conditions, and to comply with below;
  - The Distributor shall immediately notify the MF / AMC in writing when the Distributor becomes aware of a breach of this clause by any employees, agents or sub-distributors, identify the cause of breach, use best endeavour to remedy any breach and minimize its consequences, provide MF / AMC with report detailing the cause of and procedure for correcting the breach
  - The Distributor shall collect, hold and process the Confidential Information consistent with these terms and conditions and any applicable laws, regulations and guidelines, rules or directives of any regulatory authority issued from time to time.
  - The Distributor shall ensure segregation or compartmentalisation of Confidential Information of MF / AMC from that of other clients.
  - The distributor shall ensure that no investment applications from persons residing in United States of America or Canada are sourced. Further, applications from persons residing in any country which is declared by the Financial Action Task Force (FATF) as a non-compliant country or by HSBC as a sanctioned jurisdiction should also not be sourced. The distributor to ensure for all Non Resident Indian investors, the complete overseas address is procured, including the Country of residence, to avoid

rejection of the application. The distributor shall keep investors aware that the AMC reserves the right to reject applications from US/Canada or redeem investments in case of change of address to US/Canada on a later date. The above restriction will also apply to countries subject to sanctions or FATF non-compliant jurisdictions.

19. **Data Protection:** Both Parties undertake, where applicable, to comply fully with the Data Protection Legislation (as defined in the Information Technology (Amendment) Act 2008 and The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) and to procure that its employees and agents observe the provisions of the Data Protection Legislation or such other act/legislation as may come in force. If the Distributor receives personal data (as defined in the Information Technology (Amendment) Act 2008 and The Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011) pursuant to this Agreement, the Distributor shall only use it as strictly necessary for the performance of obligations hereunder and in accordance with these terms and conditions.
20. The performance of the Distributor will be closely monitored and the services of those not meeting the performance criteria may be terminated at the sole discretion of the MF / AMC, which will be final and binding on the Distributor.
21. The Distributor shall ensure that the terms and conditions mentioned herein or as agreed from time to time are also complied by the Distributors' employees, agents (including sub-distributors) and representatives, as applicable.

The Distributor shall comply with such other terms and conditions as mutually agreed in writing between the Distributor and the MF / AMC. The Distributor certifies that, in the course of its business of distribution of Mutual Fund products it shall adhere to the Code of Conduct issued by SEBI/AMFI from time to time.

The Distributor further undertakes to provide the above certificate or such other certificate that the AMC may prescribe on an annual basis or at such frequencies as may be determined by the AMC from time to time.

The Distributor acknowledges that it is not entitled to receive commission on its own investments and shall inform the AMC if it receives such commission, erroneously or otherwise and shall reimburse such amounts to the AMC together with such sums, as may be prescribed by the AMC.
22. The Distributor shall protect and keep harmless and indemnify the MF / AMC, against and in respect of any loss, claim, cost, charges, expenses (including legal fees and expenses), penalties whatsoever which the MF / AMC, may incur as a result of:
  - (i) the Distributor not conforming to the terms and conditions contained herein or which may be mutually agreed from time to time
  - (ii) the willful misconduct / negligence of the Distributor or any of its employees.
23. The MF / AMC shall have the right to terminate the appointment of a Distributor at any time without assigning any reason thereof. A Distributor may also terminate his / her agency at any time after informing the MF / AMC, through a letter. In case of termination of the contract, the Distributor shall be entitled to receive, only such fees as is payable to the Distributor in respect of business procured by the Distributor prior to the termination of this Agreement. AMC shall have the right to not pay any trail commission after the termination of the agency of the distributor for the business brought /funds mobilized by them for the AMC prior to such termination only in exceptional scenarios where such an instruction is received from SEBI/AMFI/any other statutory authority; and/or complaint from any investor(s) relating to malpractice, mis-selling or mis-representation reported against the distributor and established thereafter.
24. Disputes arising out of this arrangement will be subject to the jurisdiction of the courts in Mumbai City only.
25. The Distributor also undertakes that it will ensure that all the sub-distributors comply with the Regulations and Guidelines issued by SEBI, AMFI or any other regulatory body or as may be stipulated by the AMC from time to time, in relation to their business. The Distributor also undertakes that it will ensure that the sub-distributor provides all such certificates, any other document / information as may be stipulated by regulatory authorities or the AMC, from time to time.
26. The distributor shall immediately notify the AMC in writing if any of its personnel or any other person engaged by the distributor 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 further business and payout of the commissions, etc. as it deems fit in the case.

27. The Distributor shall not use or display **the word / acronym 'HSBC', mark or Logo of HSBC or any part or derivative thereof ("Trademark")** and it shall not reproduce, store in a retrieval system or transmit, on any form or by any means, electronic, mechanical, photocopying, recording, or otherwise, the Trademark, without the prior written permission of the AMC.
28. The Distributor agrees and undertakes that it shall not make any payments or transfers whether directly or indirectly, which would have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.
29. The AMC offers nomination facility to distributor to enable the nominee to receive trail commissions on the business done before the demise of distributor holding a valid ARN provided the distributor has complied with the Terms and Conditions mentioned herein above
30. The Distributor shall abide by all requirements of SEBI / AMFI or any other regulatory / authorized body as applicable to it and communicated from time to time to distributors / intermediaries of the Schemes.
31. The Distributor has not violated any of the regulations and / or guidelines or directives or statutes and declares that the distributor is not debarred / suspended from carrying on its normal activities. Provided however that if the distributor is found guilty of violation or breach of any of the terms and conditions enumerated herein then in such event the distributor shall be liable to compensate the AMC by way of indemnity for all costs, losses, expenses, penalties and outgoings including legal fees and expenses incurred or suffered by the AMC.
32. The Distributor shall in particular comply with the provisions of Securities and Exchange Board of India (Mutual Fund) Regulations, 1996 and guidelines issued by SEBI from time to time pertaining to mutual funds with specific focus on regulations / guidelines on advertisements / sales literature and code of conduct to the extent related to the distribution of the fund and such related matters.
33. The Distributor will disclose to the investor all the commissions (in the form of trail commission or any other mode), payable to him for the different competing Schemes of various Mutual Funds from amongst which the Scheme is being recommended to the investor.
34. KYD (Know your Distributor) norms will be applicable for fresh ARN registration and ARN renewal effective from September 1, 2010. In line with AMFI circular 35P/MEM-COR/20/12-13 dated 16 November 2012; static details of the distributor except bank details will be imported from centralized database (KYD) effective from 15 January 2013. For any subsequent change in static details, distributor needs to submit the request at AMFI unit of CAMS or the CAMS Service Centre and not to individual AMCs / RTAs. Any subsequent change in static details and further registered with KYD will overwrite the records already maintained with the AMC.
35. The distributor should immediately intimate AMC on receipt of any complaint from an investor. The distributor shall also provide required assistance to the Fund in suitably addressing the complaint received thereof.
36. The Distributor shall be solely responsible and liable for all persons engaged in the rendition of Services to MF / AMC in accordance with these terms and conditions as well as for all consequences of any act of commission or omission of such persons and irrespective of such persons being temporarily employed or being on probation. No contention to the contrary will be raised at any time by the Distributor.
37. MF / AMC shall not be liable or responsible for the salaries, remuneration, perquisites or other conditions or services of the personnel of the Distributor. The Distributor shall be liable to punctually pay the salaries (including minimum wages), remuneration, perquisites and all other statutory payments required to be made under the applicable laws to the employees and personnel of the Distributor and full or part time field staff engaged to perform the Services. The Distributor shall indemnify and keep MF / AMC indemnified in the event of any claim being made by any of the employees of the Distributor or their representatives on MF / AMC in relation to such matters.
38. Nothing in these terms and conditions shall create or be deemed to create a relationship of master and servant between MF / AMC and the Distributor or any employee of the Distributor.
39. The Distributor shall provide such assistance and response, as may be required by the Registrar / the AMC to redress complaints received against the distributor, within three days of receipt of any such complaint.
40. All information, forms, agreements, documents, certificates, letters, papers, writings, data, books, records, reports, statements, files, copies and other items or properties whatsoever belonging to the AMC / Mutual Fund which



come into the Distributor's power or possession, pursuant to or in connection with this Agreement will remain the sole and absolute property of the AMC / Mutual Fund, as the case may be and the Distributor shall have no claim, lien, charge, right of retention, sale or set-off or other right, title or interest therein for any reason whatsoever (including for the Compensation or other payments) or for the service charges / fee payable to the Distributor for distributing Units of the Mutual Fund. This clause shall survive the termination of this Agreement.

41. The Distributor agrees to provide to the AMC access to its premises, if the AMC wishes to verify the documents or certifications of the distributor and its employees, including providing copies thereof to the AMC and / or its Registrar, on request.
42. The Distributor shall abide by the guidelines issued by SEBI vide its circular no. CIR/MIRSD/5/2013 dated August 27, 2013, regarding dealing with Conflicts of Interest.

**43. Identification of Ultimate Beneficial Owner (UBO)**

Distributors are required to provide details of Ultimate Beneficial Owner(s) ("UBO(s)") and submit proofs to identify the UBO, i.e., Identity and address proof.

Ultimate Beneficial Owner (UBO) is the natural person, who ultimately owns or controls, directly or indirectly your organisation. Controlling ownership interest has been defined as ownership of / entitlement to;

- a) more than 25% of shares or capital or profits of the juridical person, where the juridical person is a company;
- b) more than 15% of the capital or profits of the juridical person, where the juridical person is a partnership or,
- c) more than 15% of the property or capital or profits of the juridical person, where the juridical person is an unincorporated association or body of individuals.
- d) In case of Trust, beneficial owners of the trust needs to be known by determining the identity of the settler of the trust, the trustee, the protector, the beneficiaries with 10% or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- e) In case the Distributor is a listed company or a subsidiary where the majority is held by a listed company, then the details of shareholders or beneficial owners is not required.

**Distributors (other than Individuals & Listed companies) shall be required to submit the following additional documents along with the declaration, to the Fund at the time of an empanelment.**

- Copy of the latest share holding pattern including list of all those holding control, either directly or indirectly, in the company in terms of SEBI takeover Regulations, duly certified by the Company Secretary / Whole time director / MD.
- Documents confirming identity and address of the UBOs of the entity.

Distributors are requested to note that, the fund shall reserve the right to seek additional information to ascertain the beneficial or controlling ownership.

**44. Representations, warranties and undertakings of the Distributor**

The Distributor represents, warrants and undertakes to HSBC AMC that:

- (a) it has all necessary powers and authority to enter into this Agreement and that the terms of this Agreement do not breach any obligations by which it is bound, whether arising by operation of law, contract or otherwise;
- (b) it is properly authorised by the applicable regulator/registration body to perform its obligations under this Agreement;
- (c) where the Distributor provides its clients with advice in relation to a fund/scheme, it will evaluate its clients to ensure that any investment in such fund/scheme is suitable for the client;
- (d) it will not forward transactions to the registrar, which the Distributor knows, or has reason to believe, 1. breach the prescribed cut-off time and/or 2. are an effort to time the market, and will have in place procedures adequate for the identification of such activities;
- (e) it will comply with all relevant laws and regulatory requirements in performing this Agreement;
- (f) it is not subject to any disciplinary action or investigation (other than routine inspection) by any regulator, and the Distributor will notify HSBC AMC, to the extent permitted by law, in writing immediately if it so becomes subject to such disciplinary action or investigation;
- (g) there are no regulatory or legal proceedings affecting the Distributor and/or its associated companies that are pending or threatened or other circumstances which may adversely affect the ability of the Distributor

to perform its obligations under the Agreement;

- (h) it will perform its obligations under the Agreement in good faith and with all due care, skill and competence;
- (i) it will ensure that any individual performing a service under of pursuant to this Agreement is properly qualified and suitably experienced in accordance with any relevant regulatory requirement, including but not limited to any rule limiting the type and amount of remuneration which a distributor may receive in connection with such distribution.
- (j) it will ensure that its agents or employees comply with any relevant regulatory requirement, including but not limited to any rule limiting the type and amount of remuneration which a distributor may receive in connection with such distribution;
- (k) all distribution fees that it receives from HSBC AMC will be received and communicated to the end investor in accordance with all relevant regulatory requirement;
- (l) it will ensure that any fund/Scheme document required by regulatory requirements is provided to investors and potential investors before they decide to invest in a Fund and is provided in accordance with the applicable regulatory requirements;
- (m) it will ensure that only the most up-to-date information and fund/scheme document provided to it from HSBC AMC is used by it in preparing and distributing information;
- (n) it will observe the requirements relating to the promotion of the Funds imposed by regulatory requirements or contained in the relevant fund/scheme documents, and otherwise not undertake any activity that would result in any non-compliance with Regulatory Requirements by or in respect of the Distributor or a Fund;
- (o) it will not carry on any activity in any Jurisdiction that would require the registration of any Fund in that Jurisdiction to the extent that it is not already so registered or otherwise impose any regulatory duty or obligation on HSBC AMC as a result of the Fund being distributed in that Jurisdiction;
- (p) it will always provide HSBC AMC with such assistance as is necessary for the HSBC AMC to discharge any legal duty or contractual duty.
- (q) subject to any applicable duty of confidentiality, it will notify HSBC AMC as soon as reasonably practicable if it receives notice of any concern, complaint or investigation by any governmental, state, investigatory, tax, regulatory or any other official body relevant to the subject matter of this Agreement, or the Funds.
- (r) Neither the distributor nor its Associated Companies, if any, shall commit tax evasion nor undertake any activities which may facilitate or otherwise result in another person committing tax evasion, in undertaking its obligations under this Agreement.
- (s) The Distributor and its Associated Companies, if any, shall maintain reasonable controls/procedures designed to prevent any employees, agents or other persons, who perform services for them or on their behalf, from undertaking any activities which would facilitate or otherwise result in another person committing tax evasion.
- (t) The Distributor shall promptly report any actual or suspected breach of above clauses to HSBC and co-operate (including procuring co-operation by its personnel, Associated Companies, agents and sub-contractors) with HSBC and/or any Regulatory Authority in relation to any investigation relating to the matters referred to in this clause. For the avoidance of doubt, breach of this clause will be deemed a material breach and could entitle the Distributor to terminate this Agreement with immediate effect.

**45. Confidentiality obligations and rights of parties**

HSBC would disclose or transfer to any HSBC Group Members information belonging to you that is confidential in nature (including but not limited to your director(s) / key managerial person's name, address, e-mail address, phone number(s) and identification documents etc.) for administrative and contract governance purposes during the term of our agreement or engagement with HSBC.

**46. Role / Obligations of the distributor for transacting on Stock Exchange platform**

Securities Exchange Board of India (SEBI) vide circular SEBI/IMD/CIR No. 11/183204/2009 dated November 13, 2009 has issued guidelines for facilitating transaction in mutual fund schemes through the Stock Exchange infrastructure.

The Stock Exchange platform shall mean a facility whereby the Distributor can buy/redeem units of Eligible Schemes of HSBC Mutual Fund (as defined vide Notice-cum-Addendum dated August 16, 2010) using network, order

collection, clearing and settlement mechanism adopted by the Stock Exchange in order to facilitate such activities through the respective platform(s).

The Distributor would be allowed to distribute the Eligible Schemes of HSBC Mutual Fund through the Stock Exchange(s), provided the Distributor represents, agrees and confirms to HSBC Asset Management (India) Pvt. Ltd. (HSBC AMC) the following:

1. The Distributor is a trading member on the Stock Exchange and holds a valid SEBI Registration Number for NSEIL (as mentioned hereinabove and copy enclosed herewith) and a trading member on BSE and holds a valid SEBI Registration Number for BSE (as mentioned hereinabove and copy enclosed herewith). The Distributor confirms that it has obtained all necessary approvals, registrations and certifications required from relevant authorities for the purpose of participating in the platform offered by the Stock Exchange(s) facility and confirms that such approvals registrations and certifications shall remain in force including by taking prompt steps for the renewal of the same. The Distributor agrees to submit to HSBC AMC all such approvals / authorizations as above as and when required by HSBC AMC.
2. The Distributor will abide by the terms and conditions as mentioned in the Circulars and Operating Guidelines issued by the Stock Exchange(s) and any other circulars issued in this regard from time to time with regard to the platforms offered by the Stock Exchange.
3. The Distributor shall ensure that the clients who wish to transact on the Stock Exchange platform are registered on the platform offered by the respective stock exchange, as per the terms and conditions specified by the Stock Exchange from time to time.
4. The Distributor shall comply with the provisions as stated in the Undertaking furnished to the Stock Exchange, terms and conditions of the Eligible Schemes of HSBC Mutual Fund as detailed in the Scheme Information Document (SID) and Statement of Additional Information (SAI), Addendum issued by HSBC AMC for transacting on the Stock Exchange and / or any other addenda that may be issued by HSBC AMC in respect of the Eligible Schemes of HSBC Mutual from time to time.
5. On receipt of an application for redemption from the Unitholder, the Distributor shall verify the genuineness of the Unitholder including verification of the signature of the Unitholder from the original PAN of such Unitholder and any other document as may be deemed fit for the purposes of verification. The Distributor acknowledges that on the basis of the said verification and online feed on the Stock Exchange Platforms, HSBC AMC / Authorised Registrar shall process the redemption request and make the payment to the Unitholder without making any further verification. The Distributor agrees to indemnify HSBC AMC for all claims, costs, charges etc that may be suffered or incurred by HSBC AMC on account of any fraudulent, erroneous, negligent transaction request(s) (viz., purchase /redemption) that may be forwarded by the Distributor to the Stock Exchange and received by HSBC AMC from the Stock Exchange's website.
6. An application for purchase / additional purchase without the details relating to PAN (requirement of PAN as detailed above), bank account details and such other regulatory requirement(s), as applicable, will not be accepted and such applications shall be rejected by the Distributor. The Distributor undertakes to correctly quote the PAN of the clients in all cases and agrees to be liable for the same. Any transaction submitted for which validation of PAN proof is required but is not provided by the Distributor, will be rejected by HSBC AMC / Authorized Registrar.
7. The Distributor shall submit only such transaction requests that are valid in all respects including completeness of the attendant documents as may be required by HSBC AMC / Stock Exchange. The Distributor acknowledges that any transaction request, in respect of which any data is missing / lacking shall be liable to be rejected by HSBC AMC / Authorised Registrar at its sole discretion.
8. Any request or order for subscription to the units of the Eligible Schemes of HSBC Mutual Fund shall be subject to the final acceptance by HSBC AMC in accordance with the relevant SID / SAI of the respective Eligible Schemes and in accordance with the Stock Exchange circulars issued in this regard.
9. The Distributor will ensure compliance with all applicable laws and regulations in respect of Know Your Customer (KYC) under Prevention of Money Laundering Act, 2005 (PMLA) as applicable

to the Distributor and shall procure records of its clients as per the provisions of PMLA and SEBI circulars / guidelines issued from time to time. The Distributor shall ensure that the investors investing through his / her ARN code submit all necessary KYC documentation, as applicable. The AMC / RTA reserve the right to reject any application where the investor is not KYC compliant.

10. In an event the credit of the subscription amount is not received by the Distributor from the clients due to any reason whatsoever and units have been redeemed by the clients, AMC, the Stock Exchanges and the clearing corporation of respective Stock Exchange(s) shall not be liable or responsible for any loss that may be suffered by the Distributor due to such non receipt of subscription amount from the clients.
  11. Once the intimation and or subscription amount is received by HSBC AMC / Authorised Registrar for transaction in the units of the Eligible Schemes of HSBC Mutual Fund, such intimation shall be final and cannot be modified by the Distributor.
  12. In an event of termination of the arrangement between HSBC AMC and the Stock Exchanges / Clearing Corporation, the Distributor's arrangement with AMC to the extent of only the Stock Exchange platform(s) shall stand terminated forthwith without prior notice.
  13. HSBC AMC shall not be liable for any losses, damages etc. that may be incurred / suffered by the clients on account of any failure of computer systems, telecommunication network and other equipments installed at the office premises of the Distributor and /or any misuse, mishandling, damage, loss, defect, error, negligence on the part of the distributor which causes loss or damage to the client.
- 47. Anti Bribery**  
Distributor is aware of, understands, and will abide by all of its obligations under all applicable anti-bribery and corruption laws, including but not limited to and to the extent applicable, the U.K. Bribery Act 2010, the U.S. Foreign Corrupt Practices Act 1977, and the HK Prevention of Bribery Ordinance 1970. In this regard, the Distributor will maintain adequate policies and procedures to ensure compliance with all such applicable anti-bribery and corruption laws. The Distributor will at all times ensure that its directors, officers, employees, affiliates, associated persons, agents, sub-contractors, and any other third parties who may be used for the provision of services to the Distributor and/or any HSBC Group Member are aware of and comply with both the letter and spirit of all such applicable anti-bribery and corruption laws such that they will not, directly or indirectly, take any actions or make any omissions which would cause either the Distributor and/or any HSBC Group Member to be in violation of applicable anti-bribery and corruption laws. The Distributor shall document completely and accurately all transactions related to the services provided and any contractual agreement between the Distributor and/or an HSBC Group Member in its books and records, and shall promptly report to HSBC any breach or suspected breach of the obligations or undertakings described in this paragraph.
- The Distributor shall be responsible for any fines and penalties imposed on AMC arising directly from breach of the Agreement or violation of Anti-Bribery Laws by the Distributor.
- Distributor shall notify AMC as soon as practicable of any breach or suspected breach of the undertakings contained within this clause of which it becomes aware.
- Distributor to refer to the policy and procedures for countering bribery summarized on [HSBC.com/antibribery](https://www.hsbc.com/antibribery).
48. The Distributor shall respect and adhere the investors' data privacy. Accordingly, it must be ensured that:
    - a. investors data shall not be shared between group entities managing multiple business or products.
    - b. digital platforms owned by the distributor, if any, shall not be promoted to such investors who are not acquired/managed by them directly.
    - c. products and services of group companies shall not be cross-marketed.
  49. In addition to your relationship with HSBC Mutual Fund, we would like to inform you that HSBC Mutual Fund will be sharing your relevant details with such exchange platforms with whom HSBC MF has entered into an agreement for common empanelment process for Distributors/MFDs. This will enable you to get empanelled with exchange platform in one form and the same will be completely paperless.

**DECLARATION**

I hereby accept the above terms and conditions of my appointment as a distributor and at all times, agree to strictly abide by the attached summary of advertisement guidelines and also all provisions of Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines pertaining to advertisements/sales literature, issued by SEBI from time to time. In case of any doubt/clarification regarding release of any literature, I will contact HSBC AMC prior to such release.

We confirm that we have not issued any bearer shares or share warrants. We also confirm that we will inform the AMC if bearer shares or share warrants are issued subsequently.

I/We hereby give you my/our consent to share/provide the relevant details with Stock Exchange(s) with whom HSBC Mutual Fund has made arrangements to facilitate my/our empanelment on the said exchange platform(s).

The information above is correct and true to my/our knowledge. My/our application for empanelment as distributor may accordingly be considered. I/We undertake that sales of units of scheme(s) of HSBC Mutual Fund would be carried out through AMFI certified personnel only.

Date (Mandatory): \_\_\_\_\_

Place : \_\_\_\_\_

\_\_\_\_\_  
Signature (Mandatory)




FOR OFFICE USE ONLY	
Initial Form Receipt Date: _____	_____ RM Signature
RM Name: _____	



DETAILS OF AUTHORIZED SIGNATORY			
Sr. No.	Full Name	Designation*	Signature*
1.			
2.			
3.			
4.			
5.			
6.			

**Note:** The Distributor can also provide the above stated information on their own letterhead in original which should be duly signed and sealed.

Mode of Operation:  Singly  Anyone or Survivor  Jointly

Signature of the Authorized Signatory along with Official Seal


Date : \_\_\_\_\_

Place : \_\_\_\_\_

**\* Mandatory**

### CALL US AT

Please visit our website [www.assetmanagement.hsbc.co.in](http://www.assetmanagement.hsbc.co.in) for an updated list of Official Points of Acceptance of HSBC Mutual Fund. Please visit [www.camsonline.com](http://www.camsonline.com) for an updated list of Official Points of Acceptance of our Registrar/Transfer Agent : Computer Age Management System.

### TOLL FREE NUMBERS

Description	Distributor related queries	Online related queries
Toll Free Number	1800-419-9800	1800-4190-200 / 1800-200-2434
Email ID	partner.line@mutualfunds.hsbc.co.in	onlinemf@mutualfunds.hsbc.co.in