Documents Checklist

Mandatory Documents (Self Attested)

- Copy of Pan Card
- Copy of Aaddhar Card
- Copy of ARN & EUIN Card (if applicable)
- Proof of GST Number (if applicable)
- Cheque amounting Rs. 10 favoring "Fincos Technology Private Limited" issued from aforesaid Bank Account (Non-refundable). In absence of name on cheque leaf, Anyone of the below:
 - Bank Statement (Last 2 Month)
 - Copy of Bank Passbook
 - Internet Bank Account Statement (Last 2 Months with Bank Stamp)

Address Proof (Self Attested)

If Correspondence address & Permanent address is different, the following documents of both the addresses are required.

- Passport
- Driving license
- Voter Identity card
- Latest bank passbook
- Ration card (vernacular language)-
- Latest Demat/bank account statement
- Latest Telephone Bill (Not more than 2 months old) Latest Electricity Bill (Not more than 2 months old)
- Registered Lease/sale agreement of residence

Additional Documents (Certified True Copy)

HUF

- Authority Letter for Authorised Signatory with specimen signature & photograph
- Proof of identity & address proof of Authorised Signatory as mentioned above
- Declaration for Karta

Company

- Certificate of Incorporation.
- MOA & AOA
- Resolution of the Board of Directors for becoming IFD and Name of Authorised Signatory with specimen signature & Photograph
- Proof of identity & address proof of Authorised Signatory, as mentioned above

Partnership

- Copy of Partnership Deed
- Authority letter for Authorised Signatory with specimen signature & photograph
- Proof of identity & address proof of Authorised Signatory, as mentioned above

LLP

- Certificate of incorporation
- Copy of LLP Deed
- Resolution of the Board of Directors for Becoming IFD and Name of Authorised Signatory with specimen signature & Photograph
- Proof of identity & address proof of Authorised Signatory, as mentioned above

Trust/Society

- Certificate of Registration
- Copy of Trust Deed
- Authority Letter for Authorised Signatory with specimen signature & photograph
- Proof of identity & address proof of Authorised Signatory, as mentioned above

FINCOS TECHNOLOGY SOLUTIONS PRIVATE LIMITED



Regd. Office: 504, 5TH Floor, B-wing, Statesman House, 148 Barakhamba Road, Connaught Place, New Delhi-110001 Tel No: +91-011-43708987 Website: <u>www.Fincossolutions.com</u>

INDEPENDENT FINANCIAL DISTRIBUTOR (IFD) REGISTRATION FORM IFD Code: _____

Personal Details	
Title: Mr. Ms. Mrs. Others Please Specify	
Name Name	
Please affix	
photograph acrross	and sign
Status: Individual HUF Partnership Company Trust LLP Proprietorship	
Other (please specify) Date of Birth	
Date of Formation/Incorporation Date of Commencement of Business	
(For Non-Individuals Only) (For Non-Individuals Only)	
PAN A	
Contact Details	
Mobile No. Email ID	
Tel No. (office) Tel No. (Res)	
Name of Contact Person in Case of Non individual	
Other Details	
Marital Status: Single Married Sex: Male Female	
Alternate Contact Person Name	
Relationship with IFD (If contact person is other than IFD)	
Mobile No. Email ID	
Correspondence Address	<u> </u>
City State State	
Pin Code	

Permanent Address Same as Correspondence address
City State
Pin Code
Bank Details
Bank Name
Account Number
A/C Type Branch Name
Address
City State State
Pin Code Pin Code
MICR Code IFSC Code
(9 digit number appearing on the cheque book) (11 character code appearing on your cheque leaf)
Documents to be submitted Cheque amounting Rs.10 favoring "Fincos Technology Solutions Private Limited"
Issued from aforesaid Bank Account (Non-refundable).
In absence of name on cheque leaf (Anyone of the below)
Bank Statement (Last 2 Month) Copy of Bank Passbook Internet Bank Account Statement (Last 2 Months with Bank Stamp)
Registration Details
AMFI Registration No. ARN –
Valid From Valid Till
Self-attested ARN & EUIN Card Copy (Mandatory for Distribution of Mutual Fund Product)
EUIN No. Valid From Valid Till
GST Registered Yes No (If yes, please mention GST No. & attach proof)
SMS Alert from Fincos Technology Solutions Private Limited.
Kindly register me/us for receiving alerts from Fincos Technology Solutions Pvt. Ltd. on my mobile no.
Nomination (Applicable only for Individuals)
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 with IFD
Address
Mobile No Email ID Email ID

Details of Gua	rdia	n (In	case	e no	min	ee is I	Min	or)																
Guardian																							Nam	e
Address																								
Mobile No.										Rela	tions	hip	of G	iuar	dian									
Signature of															gna									
Nominee (Option	onal)] ,	In ca	ase I	Nor		Gua e is)						
										,								,						
								D	ECL	LARA	ATIC	N												
I/We hereby give Limited for Distri furnished by me/ in writing of any I/We shall be held Regulatory autho	butio us are chane d liab	n of true ge in le fo	Finan e and the p r it. I/	cial P corre articu We fu	rodu ct and ulars urthe	cts, as d that i furnish r confi	per to no m ned a rm th	terr ate bov	ms a rial i ve. Ir I/W	nd conform n cas e am	ondit matio e, ar	ions on h	acc as b the	eente een e abo	ed b cond ove i	y m ceal nfoi	e/u ed k rma	s. I/\ by m tion	We e/us is f	decla s. I/V ound	are t Ve u d to	hat t nder be fa	the par take to alse or	ticulars inform untrue.
Date							F	Plac	ce															
Signature of IFD			-		-	Corpora opriate i			_	nature	of Au	ıthore	ed Siį	gnato	ry									
For Office Use																								
Name of Relation	ship	Mana	ager																					
Branch Name										Bran	nch (Code	. []	
RM							7			RM	Code	9												
Signature														ı	ı			1			ı			
For CRF Departn	nent																							
Verified and Code	e Crea	ated	Ву	T	T		T	Ŧ	T	T	T	T	T	Т	Т	Т	T	T	T	T	T	T	П	$\overline{}$
Date							1		•	Emp	oloye	e ID						•						
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Signature																								

CODE OF CONDUCT FOR INTERMEDIARIES OF MUTUAL FUNDS

- Consider investor's interest as paramount and take necessary steps to ensure that the investor's interest is protected in all circumstances.
- Adhere to SEBI Mutual Fund Regulations and guidelines issued from time to time related to distributors, selling, distribution and advertising practices. Be fully conversant with the key provisions of the Scheme Information Document (SID), Statement of Additional Information (SAI) and Key Information Memorandum (KIM) as well as the operational requirements of various schemes.
- 3. Comply with SEBI guidelines / requirements issued from time to time in preparation of sales, promotional or any other literature about any schemes. Performance disclosures should also comply with the requirements specified by SEBI. Provide full and latest information of schemes to investors in the form of SAI, SID, addenda, performance reports, fact sheets, portfolio disclosures and brochures; and recommend schemes appropriate for the investor's risk profile and needs.
- Highlight risk factors of each scheme, desist from misrepresentation and exaggeration and urge investors to go through SAI/SID/KIM before deciding to make investments.
- Disclose to the investors all material information including all the commissions (in the form of trail or any other mode) received for the different competing schemes of various Mutual Funds from amongst which the scheme is being recommended to the investors.
- Abstain from indicating or assuring returns in any type of scheme, unless the SID is explicit in this regard.
- 7. Maintain necessary infrastructure to support the AMCs in maintaining high service standards to investors, and ensure that critical operations such as forwarding forms and cheques to AMCs/registrars and despatch of statement of account and redemption cheques to investors are done within the time frame prescribed in the SID/SAI and SEBI Mutual Fund Regulations.
- 8. Do not collude with investors in faulty business practices such as bouncing of cheques, wrong claiming of dividend/redemption cheques, splitting of applications in the schemes to circumvent regulations for any benefit, etc.
- 9. Do not undertake commission driven malpractices such as:
 - Recommending inappropriate products solely because the intermediary is getting higher commissions therefrom.
 - Encouraging over transacting and churning of Mutual Fund investments to earn higher commissions.
 - c. Splitting of applications to earn higher transaction charges / commissions.
- Abstain from making negative statements about any AMC or scheme and ensure that comparisons, if any, are made with similar and comparable products along with complete facts.
- 11. Intermediaries shall keep themselves abreast with the developments relating to the Mutual Fund Industry as also changes in the scheme information and information on mutual fund / AMC like changes in fundamental attributes, changes in controlling interest, loads, liquidity provisions, and other material aspects and deal with the investors appropriately having regard to the up to date information.
- 12. Maintain confidentiality of all investor details, deals and transactions.
- 13. Intermediaries shall keep investor's interest and suitability to their financial needs as paramount and that extra commission or incentive should never form the basis for recommending a scheme to the investor.

- Intermediaries shall not rebate commission back to investors and abstain from attracting investors through temptation of rebate/gifts etc.
- 15. To protect the investors from potential fraudulent activities, intermediary should take reasonable steps to ensure that the investor's address and contact details filled in the mutual fund application form are investor's own details, and not of any third party. Where the required information is not available in the application form, intermediary should make reasonable efforts to obtain accurate and updated information from the investor. Intermediaries should abstain from filling wrong / incorrect information or information of their own or of their employees, officials or agents as the investor's address and contact details in the application form, even if requested by the investor to do so. Intermediary should abstain from tampering in any way with the application form submitted by the investor, including inserting, deleting or modifying any information in the application form provided by the investor.
- 16. Intermediaries including the sales personnel of intermediaries engaged in sales / marketing shall obtain NISM certification and register themselves with AMFI and obtain a Employee Unique Identification Number (EUIN) from AMFI apart from AMFI Registration Number (ARN). The Intermediaries shall ensure that the employees quote the EUIN in the Application Form for investments. The NISM certification and AMFI registration shall be renewed on timely basis. Employees in other functional areas should also be encouraged to obtain the same certification.
- 17. Intermediaries shall comply with the Know Your Distributor (KYD) norms issued by AMFI.
- 18. Co-operate with and provide support to AMCs, AMFI, competent regulatory authorities, Due Diligence Agencies (as applicable) in relation to the activities of the intermediary or any regulatory requirement and matters connected thereto.
- 19. Provide all documents of its investors in terms of the Anti Money Laundering / Combating Financing of Terrorism requirements, including KYC documents / Power of Attorney / investor's agreement(s), etc. with Intermediaries as may be required by AMCs from time to time.
- Be diligent in attesting / certifying investor documents and performing In Person Verification (IPV) of investor's for the KYC process in accordance with the guidelines prescribed by AMFI / KYC Registration Agency (KRA) from time to time.
- Adhere to AMFI guidelines and Code of Conduct issued from time to time related to distributors, selling, distribution and advertising practices.
- 22. Intimate the AMC and AMFI any changes in the intermediary's status, constitution, address, contact details or any other information provided at the time of obtaining AMFI Registration.
- 23. Observe high standards of ethics, integrity and fairness in all its dealings with all parties investors, Mutual Funds / AMCs, Registrars & Transfer Agents and other intermediaries. Render at all times high standards of service, exercise due diligence, and ensure proper care.
- 24. Intermediaries satisfying the criteria specified by SEBI for due diligence exercise, shall maintain the requisite documentation in respect of the "Advisory" or "Execution Only" services provided by them to the investors.
- 25. Intermediaries shall refund to AMCs, either by set off against future commissions or payment, all incentives of any nature, including commissions received, that are subject to claw-back as per SEBI regulations or the terms and conditions issued by respective AMC.

- 26. In respect of purchases (including switch-in's) into any fund w.e.f. January 1, 2013, in the event of any switches from Regular Plan (Broker Plan) to Direct Plan, all upfront commissions paid to distributors shall be liable to complete and / or proportionate claw-back.
- Do not indulge in fraudulent or unfair trade practices of any kind while selling units of Schemes of any mutual fund. Selling of units

of schemes of any mutual fund by any intermediary directly or indirectly by making false or misleading statement, concealing or omitting material facts of the scheme, concealing the associated risk factors of the schemes or not taking reasonable care to ensure suitability of the scheme to the investor will be construed as fraudulent / unfair trade practice.

(i) Note: SID should be read in conjunction with SAI, and not in isolation.

Code of Conduct for Distributors of Portfolio Management Services

- 1. The Code of Conduct, as provided hereunder, shall be applicable to all persons involved in the distribution of Portfolio Management Services.
- 2. All distributors shall:
 - i. Adhere to SEBI (Portfolio Managers) Regulations, 2020 and circulars issued from time to time related to distributors, distribution,
 - advertising practices of Portfolio Management Services, etc.
 - ii. Maintain high standards of integrity, promptitude and fairness in the conduct of all their business.
 - iii. Act with due skill, care and diligence in the conduct of all their business.
 - iv. Consider investor's interest, risk profiling and suitability to their financial needs while marketing Portfolio Management Services
 - v. Take necessary steps to ensure that the clients' interest is protected.
 - vi. Ensure that commission or incentive shall never form the basis for recommending Portfolio Management Services.
 - vii. Be fully conversant with the Disclosure Document, Investment Approaches, fees and charges and the terms of agreement to be entered between the client and the Portfolio Manager.
 - viii. Disclose to the clients all material information including the details of distribution commissions for various Investment Approaches.
 - ix. Assist clients in completing KYC and In-Person Verification related procedures

- x. Provide full and latest information about investment approaches and also highlight the assumptions made in performance calculations, risk assessments, performance projections etc., if any, for such investment approaches.
- xi. Inform the clients about the risks and level of control over the administration of Portfolio associated with the type of Portfolio

Management Services offered (i.e. Discretionary, Non-discretionary or Advisory).

- xii. Abstain from assuring returns in any type of Investment Approach and from any kind of mis-representation.
- xiii. Abstain from attracting clients through unethical means such as offer of rebate/gifts etc.
- xiv. Maintain necessary infrastructure to provide support to clients in timely receipt of disclosure document, statement of portfolio and performance, statement of fees, audit report, etc.
- xv. Maintain confidentiality of clients' details, deals and transactions, which they come to know in their business relationship.
- xvi. Abstain from making negative statements about other Portfolio Managers or Investment Approaches. Make comparisons, if any, only with the similar and comparable products along with complete facts.
- xvii. Not indulge in any manipulative, fraudulent or deceptive practices or spread rumours with a view to make personal gain.
- xviii. Hold valid Certification, as specified by SEBI, at all times

TERMS AND CONDITIONS FOR THE APPOINTMENT OF INDEPENDENT FINANCIAL DISTRIBUTOR

M/S Fincos Technology Solutions Private Limited("FINCOS") hereby appoints/engages

as an

Independent Financial Distributor("IFD") to perform the limited role of Distributing Mutual Funds, Corporate Fixed Deposits, PMS, AIF, Public/Private Issues of Equity and Debt Securities and other Primary Market Offerings ("Financial Products") and obtaining orders from prospective clients/investors "Client"/"Investor") who have expressed interest in purchasing/subscribing to the Financial Products ("Services"), on the terms and conditions mentioned herein below:

1 The IFD shall not represent FINCOS and/or the organization selling the Financial Products in any manner whatsoever against the interest of FINCOS or such organization and shall not either directly or indirectly indulge in any acts/activities, which maybe prejudicial to the interest of FINCOS or its group Companies or such organization.

- 2 The IFD shall not accept CASH from any Client for any financial product under any circumstances.
- 3 The IFD shall not accept CHEQUE in his/her/its name, whether directly or directly from any Client for any financial product under any circumstances.
- 4. Brokerage / Commission at the applicable rates, as may be intimated by FINCOS from time to time to the IFD, will be released subject to monthly net Brokerage Commission amount being equal to or more than Rs.300/- separately for each Financial Product. The Brokerage / Commission of less than Rs. 300/- separately for each Financial Product will be accumulated and payable in subsequent amount as and when it crosses Rs.300/-. Such minimum monthly brokerage amount for each Financial Product will be subject to revision at the sole discretion of FINCOS, without any prior intimation to the IFD

- 5. The IFD will be eligible for Brokerage / Commission on the business procured at the rates, prevailing on that day and, as may be decided by FINCOS from time to time. Such rates will be subject to revision at the sole discretion of FINCOS without any prior intimation to the IFD.
- 6 No Brokerage/Commission will be paid on own investments of independent Financial Distributor, across all products.
- 7. The IFD shall not be paid any Brokerage / Commission by FINCOS in case of deposit(s) if application(s) is/are returned by the company for any reason whatsoever. In case, any deposit is withdrawn before the expiry of maturity period, the Brokerage / Commission payable or paid on such deposit(s) shall be recovered from the IFD by way of cheque or Demand Draft or by deducting from the forthcoming sub brokerage due on business mobilized by the IFD, whether past or present, across all Financial Products
- 8. The IFD working for FINCOS's IPO Business shall be responsible for sufficient balance in accounts against applications of Clients sourced by him/her/it. The IFD shall indemnify FINCOS, its affiliates, directors, officers and employees against any/all losses and liabilities arising out of insufficient balance / non- banking of such applications.
- 9. The IFD is aware that the IPO bid details submitted by him/her/it to FINCOS through the software for uploading the same to online bidding system of the Designated Stock Exchanges, will not be verified and/or vetted by FINCOS and FINCOS will upload on the online bidding system of the Designated Stock Exchanges as it is. The IFD shall be solely responsible for the errors and omissions in the bid details entered by him/her/it.
- 10. Complaint(s).if any, by the IFD will be entertained by FINCOS only when these are referred by quoting the Distributor Code allotted to the relevant IFD by FINCOS and within a period of six months of relevant transaction.
- 11. No canvassing or inducement shall be done orally or in writing by the IFD for making investments in any of the Financial Products as FINCOS distributes Financial Products through execution mode only. The investment decision in this regard shall always be taken by the investor / Client. The IFD shall not furnish false or misleading quotations or give any other false or misleading advice or information to a Client with a view of inducing such Client to do business in particular securities and enabling him/her/itself to earn brokerage or commission thereby. In case of any such false or misleading quotations advice or information given by the IFD to any Client, the IFD shall indemnity FINCOS as per indemnification clause (Clause 23) of these terms and conditions
- 12. No guarantee of returns or otherwise, shall be given with regard to any of the products proposed to be distributed by the IFD in any capacity or manner whatsoever.
- 13. FINCOS shall not be liable or responsible for any kind of loss or damage incurred or suffered by the Client / Investor referred by the IFD resulting from acts, event or circumstances not reasonably within the control of FINCOS including but not limited to any flood, fire, earth-quake, act of god, epidemic/pandemic, and other natural calamity, labour strike, act of public enemy, as well as war or war actions, introduction of the national emergency, blockade, riot, embargo, rebellion,

- invasion, insurrection disruption of utilities, act or omission of government i.e. force majeure conditions. However, FINCOS will co-operate with the IFD for resolution of queries raised by the Client/ Investors by taking up matter with the relevant issuer/entities.
- 14. The IFD shall maintain the dignity and the profile of FINCOS and its group companies and also maintain a high degree of integrity, promptitude, and fairness and honest in dealing with all Client/Investors and public in general and render all possible co-operation and guidance to the Clients with regard to the Financial Products and Services. The IFD shall not disclose or discuss with any other person or make improper use of the details of personal investments and other information of a confidential nature of the Client which he/she/it comes to know in his/her/its business relationship and shall indemnity and hold FINCOS its affiliates, directors, officers and employees: harmless against any disputes, claims or losses arising out of the unauthorized disclosure of any such confidential information of the Client.
- 15. The IFD shall not deal or transact business knowingly, directly or indirectly or execute an order for a Client who has failed to carry out his/her/its commitments in relation which are the same as or similar to the Financial Products with any other entity.
- 16. The IFD, when dealing with a Client, shall disclose that he/she/it is acting as a principal and not as an agent of FINCOS and shall ensure at the same time that no conflict of interest arises between him/her/it and the Client. In the event of a conflict of interest, he/she/it shall inform the Client accordingly and shall not seek to gain a direct or indirect personal advantage from the situation.
- 17. The IFD shall send periodical reports with regard to mobilization of business as per its own record's from time to time as per the system / manner defined by FINCOS and also send all material information, which may be relevant to the distribution of the Financial Products and/ or matter connected therewith to FINCOS.
- 18. The IFD shall abide by all laws related to transactions with FINCOS including all applicable laws, rules and regulations of the Securities and Exchange Board of India, the Reserve Bank of India. Association of Mutual Funds in India and all relevant enactments, including but not limited to the Companies Act 2013. SCRA, 1956 etc. The IFD agrees to bind by the AMFI Code of Conduct (Code of Conduct for Intermediaries of Mutual Fund & PMS), circulars, notifications, rules and regulations issued by the Regulatory Authorities, from time to time.
- 19. The Brokerage / Commission payment of Mutual Fund, PMS & AIF business to eligible IFD will be done on a periodical basis based on the transaction confirmations received from the respective AMCS/Registrars. If the investment is cancelled/rejected/redeemed before the applicable exit load period/claw back period, the commission paid on such transactions will be subject to claw back from the future commission payments of the IFD. In case the amount can't be recovered from future brokerage, the IFD is liable to pay back the same to FINCOS by a cheque/ DD or any other mode of payment which may be specified by FINCOS.

- 20. It shall be the sole responsibility of the IFD to provide Declaration of Self Certification (DSC) to FINCOS every year, on or before 15th June as per the specified format, failing which Mutual Funds brokerage payment will be withheld.
- 21. The IFD shall maintain total confidentiality and secrecy of the entire information gained by the IFD from FINCOS during the course of offering the Services and shall never disclose such confidential information without the express written consent of FINCOS. All such confidential information shall remain the property of FINCOS and shall be used by the IFD solely in connection with offering the Services and as per the terms and conditions herein. Such information may be disclosed by the IFD to any regulatory authority, pursuant to any inquiry or investigation or by requirement of law or to an arbitrator or a court of law in the course of proceedings, in which FINCOS and the IFD are involved provided that the prior written information and requirement of such disclosure should be given to FINCOS. This obligation shall survive even after of the engagement/appointment/ termination empanelment of the IFD. At the time of termination such confidential information shall be returned to FINCOS or destroyed as per the instruction of FINCOS.
- 22. The IFD shall provide relevant documents as and when asked by FINCOS, either at the time of empanelment or thereafter. Similarly, FINCOS may ask for specific documents from the IFD depending on the nature of Product which may be governed by their respective regulations.
- 23 FINCOS reserves the right to alter any of the term(s) and /or condition(s) mentioned herein from time to time, which amendments shall be effective upon FINCOS giving the IFD 7(seven) days' notice in writing.
- 24. The IFD also unconditionally and irrevocably indemnifies FINCOS affiliates, directors, its officers employees("Indemnified Parties") and shall always keep the Indemnified Parties indemnified and harmless from and against claims demands, actions, proceedings, loss, damages, liabilities, charges and /or expenses that are occasioned or may be occasioned to SA directly or indirectly, owing to the transactions, undertaken for t Client/Investors or on account of any act or omission or negligence by t IFD or his/her/its employees. The IFD shall further indemnify and hold harmless the Indemnified Parties from and against any losses, causes of action damages, liability, cost and expenses (including legal and other costs) arising out of or based upon (a) any untrue statement or misrepresentation of material fact by the IFD relating to the obligations undertaken by him/he as per these terms and conditions: (b) any unauthorized, misleading. false inaccurate information, literature or material representation relating to Financial Products which are made/ issued/ given to the prospective Client by IFD or any of its employees, agents, representatives in relation to the Services: (c) the omission or alleged omission to state a material fact required to be stated by the IFD or any of its employees, agents, representative relating to the obligations undertaken by the IFD as per the terms a conditions: (d) any nonperformance or breach of the obligations of the I or any of its employees, agents, representatives as herein contained or a fraudulent, improper, incorrect, wrongful or negligent act of commission and omission by the IFD or any of its employees, agents, representatives shall reimburse each such Indemnified Party, for any legal or other expenses incurred by them on actuals in connection with defending any such loss,

Accepted by the Independent Financial Distributor

(Name)

- claim, damage, liability or action. The rights of indemnification provided herein will be in addition to any rights to which the Indemnified Parties may otherwise be entitled by contract or as a matter of law and shall extend to each of its or his or her heirs, successors and assigns.
- 25. FINCOS shall not be liable for any loss(es) that may be incurred on account of any inability to execute transactions due to any restrictive action taken by FINCOS on the IFD warranted by the former's risk management strategy.
- 26. The rights and remedies herein are cumulative and not exclusive of any rights or remedies provided by law. No failure to exercise or delay in exercising the same shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof.
- 27. It is understood that the appointment of IFD shall not constitute any arrangement whereby any employer/employee relationship may be constituted between FINCOS and the IFD. The arrangement between FINCOS and the IFD and the engagement / appointment / empanelment of the IFD is on a principal to principal basis. The IFD is neither the agent of FINCOS nor of the issuers/ underwriters / other intermediaries ("Intermediaries") originating or issuing or involved in Distribution of the Financial Products. The IFD shall have no authority to make any representation for or on behalf of FINCOS or any Intermediary and is prohibited from making any representation or entering into any engagement or commitment for or in the name of or on behalf of FINCOS and/or any of the Intermediaries. FINCOS will not accept from the IFD nor be liable for any representation / engagement / commitment that the IFD may make in relation to any Financial Products.
- 28. FINCOS in its absolute discretion reserves the right to discontinue/terminate at any time, the engagement/ appointment / empanelment of the IFD without assigning any reason. The engagement/appointment/empanelment shall forthwith terminate on the violation of any of the term(s) and/or conditions(s) set out herein by the IFD. On termination, the IFD shall remain liable for such liability, as may be caused or to be caused to FINCOS. On termination, the IFD shall not solicit business for any Financial Product or services from the Client/Investors, who were serviced by him/her/it and shall forthwith disassociate from all such and other Client/Investors of FINCOS. The liability and indemnity of the IFD shall survive even after termination.
- 29. Any and all disputes arising out of or in connection with engagement/ appointment/empanelment of the IFD in accordance with the terms and conditions or the IFD's performance shall so far as possible. be amicably settled between the FINCOS and the IFD within a period of 30 (thirty days. failing which the same shall be settled by arbitration through Sole Arbitrator mutually appointed by FINCOS and the IFD. The arbitration shall be held at New Delhi in accordance with the Arbitration and Conciliation Act, 1996. as amended from time to time and shall be conducted in the English language. IFD and FINCOS hereby agree in ensuring quick settlement of any arbitration proceedings.
- 30. All disputes shall be subject to exclusive jurisdiction of Courts at Delhi.
- 31. IFD has read the Terms and Conditions herein above and shall abide by the same.

ignature Date//
