

1. Any term referred hereunder will have the same meaning as attributed under the Offer Documents of the respective schemes launched by the AMC on behalf of the MF.
2. The relationship between the AMC and the Distributor is that of principal to principal. The Distributor and/or its personnel shall not be entitled to, by act, word, deed or otherwise, make any statement on behalf of AMC / MF or in any manner bind the AMC / MF except to the limited extent as expressly provided herein or otherwise in writing. The activities of the Distributor and its personnel shall not be construed to be activities of the AMC / MF.
3. The appointment of the Distributor is a non-exclusive appointment and the AMC may at its sole discretion appoint other distributors to distribute the Units of the MF.
4. The appointment of the Distributor shall be subject to the terms and conditions stipulated herein and to any guidelines, notifications, regulations, policies, procedures that may be framed or issued from time to time by the MF AMC, Association of Mutual Funds in India ("AMFI"), SEBI or any other regulatory body / authority. [Note: as per clause 1 we presume that MF, AMC and SEBI will be defined in the Offer Documents]
5. The Distributor shall ensure that the Distributor, its employees, representatives, servants, agents or sub-distributors have and at all times shall continue to hold all valid and subsisting approvals / registrations / certifications as may be required by law to perform its obligations hereunder during the term of appointment and that they have not and shall not violate / breach any of the terms and conditions subject to which such approvals / registrations / certifications have been granted.
6. The Distributor shall mobilise the funds under each scheme of the MF in accordance with the Offer Documents of the respective schemes & operating instructions, if any, provided by the AMC / MF.
7. The investor/unit holder in question will be the investor/unit of the ABN AMRO Mutual Fund. The Distributor agrees that, he will always provide each investor/unit holder with a copy of the abridged offer document with respect to the relevant scheme of the MF and will be given a copy of the offer document if requested with respect to the relevant scheme of the MF.
8. The Distributor shall do all acts, deeds and things necessary on behalf of the MF / AMC to enhance the investors' confidence and interest in the MF and ensure that the interests and reputation of the MF and the AMC is fully protected at all times.
9. The Compensation (i.e. commission, brokerage, fee etc.) and the periodicity of its payments for each scheme of the MF will be decided by the AMC at its discretion. Further, the AMC has the right to prospectively revise the same from time to time as it thinks fit. The Distributor shall be eligible to receive Compensation based on the amounts mobilised by such Distributor under each scheme of the MF subject to such other terms and conditions as may be applicable.
10. The Distributor shall not have any right or claim against the MF / AMC, for any loss incurred by it due to any revision made by the AMC in Compensation or any change of terms and conditions of distribution.
11. In case the Distributor receives any Compensation or any other amount which is not due or payable to the Distributor, the AMC / MF shall be entitled to recover the same or adjust all such amounts as are paid wrongly or erroneously or by mistake to the Distributor.
12. The Distributor shall only make representations / statements concerning units of scheme as contained in the current Offer Document and Abridged Offer Document and printed information issued by the MF / AMC as information supplemental to such documents.
13. The Distributor shall only use advertising / sales material for distributing / selling the units of the MF as provided / approved by the MF / AMC.
14. 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.
15. The Distributor shall neither use nor display the logo or mark of the AMC / MF (or any logo or mark similar thereto) in any manner whatsoever, without the AMC's prior written approval.
16. The Distributor shall take adequate steps to obtain information and identify the investors/unit holders who invest in the MF through the Distributor and shall maintain all information / documents / records in respect of services provided under this terms and conditions e.g. customer data base etc.
17. The Distributor shall provide such assistance as may be required by the investors / unit holders / the Registrar / the AMC to redress any complaints received therefrom.
18. The Distributor (including all its employees, representatives, servants, agents and sub-distributors) undertakes to maintain strict confidentiality with regard to all matters, documents, reports and information given to the Distributor on confidential basis by the AMC / MF.
19. The Distributor shall ensure that the terms and conditions mentioned herein or as agreed to from time to time are also complied with by the Distributors' employees, representatives, servants, agents and sub-distributors.
20. 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:
 - a) breach of any term or condition mentioned herein by the Distributor or any of its employees, representatives, servants, agents and sub-distributors;
 - b) fraudulent, improper, incorrect, wrongful or negligent performance, work, service, act or omission by the Distributor or any of its employees, representatives, servants, agents and sub-distributors;
 - c) willful misconduct of the Distributor or any of its employees, representatives, servants, agents and sub-distributors.
21. The Distributor agrees that the AMC shall have no privity of contract with agents and sub-distributors appointed by the Distributor. Further, the Distributor shall be solely responsible and liable for all acts of its employees, representatives, servants, agents and sub-distributors.
22. The Distributor shall promptly provide and shall cause any of its agents / sub-distributors to provide on periodic basis such written declaration / confirmations along with supporting documents as required by the AMC to ensure compliance with all applicable laws / rules / regulations / guidelines / circulars.
23. The 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 relationship at any time after informing the MF / AMC, through a letter. The termination of the Distributor's appointment / relationship shall be without prejudice to any rights or obligations, which may have arisen prior to such termination.
24. Disputes arising out of this arrangement will be subject to the jurisdiction of the courts in Mumbai City only.

I/We, the Distributor, agree and accept that these terms and conditions constitute a valid and binding contract enforceable under law and I/We having fully read and understood these terms hereby agree to comply with and be bound by the same.

Signature : _____

Date : _____

Place : _____