



**For Office Use Only**

<b>Branch Office</b> (Recommended by)			
Name		Signature	
Date			
<b>Comments</b>			
<b>Corporate Office</b> (Authorised by)			
Place		Signature	
Date			
<b>Comments</b>			
<b>Registrar</b>			
Master Updated by		Signature	
Date			

**Terms & Conditions**

- The Distributor shall carry out such directions and instructions as may from time to time, be issued by Morgan Stanley Investment Private Limited (AMC) in this regard.
- The Distributor/or its employees who are involved in distribution of Mutual Fund products must have cleared the AMFI Test clearance Certificate (Advisor Module) and a Copy of AMFI ARN No. (AMFI Registration Number) letter must be submitted by the distributors to the AMC, for its records and verification.
- The Distributor is eligible for brokerage on the amounts mobilized by him at the rate(s) prescribed by AMC. The rate(s) are subject to revision, from time to time, at the discretion of the AMC and the Distributor shall be bound by such changes. The payment of brokerage shall be by way of a Cheque or Demand Draft or Direct Credit to the Distributor's bank account, as may be decided by the AMC from time to time.
- The Distributor declares and covenants with the AMC to defend, indemnify and hold the AMC and its affiliates, promoters, successors in interest and permitted assigns harmless from and against all claims, damages or assertions of liability of any kind or nature resulting from:
  - any breach of terms, covenants and conditions or other provisions hereof, or offer document(s) or any actions or omissions thereunder;
  - any failure to comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements of law;
  - the misfeasance, malfeasance or fraudulent acts of the representatives of the distributors; 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 appointment of the Distributor shall be liable to be terminated by the AMC forthwith:
  - 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;
  - If in course of any judicial proceeding it is found that he/she has knowingly participated in or connived at any fraud, dishonesty or misrepresentation against the AMC or any Unit holder of Morgan Stanley Mutual Fund (Mutual Fund);
  - If the AMC is satisfied that any statement made in the Distributor's Empanelment Form was false or misleading or calculated to mislead;
  - If he/she acts in any other manner prejudicial to the interest of the AMC/Mutual Fund; and
  - If he/she does not comply with all applicable legislation, statutes, ordinances, regulations, administrative rulings or requirements.
- In addition to what is stated in the preceding paragraphs the AMC shall have the right to terminate the appointment of Distributor at any time by giving the distributor 10 days notice and without assigning any reasons thereof. The Distributor may also terminate the agency at any time by giving 10 days notice to the AMC.
- The Distributor shall not have any claim against the AMC/Mutual Fund for any loss incurred by him/her as not anticipated and arising out of any revision in the rate(s) of commission for business canvassed.
- The Distributor must read and understand the Offer Document of the respective scheme(s) carefully and explain the risk, investment objectives and the special features of the scheme to the investors. The Distributor must not make any representation concerning Units of the Mutual Fund except those contained in the Offer Document of the respective scheme(s), the Key Information Memorandum containing Application Forms and printed information issued by the AMC as information supplemental to such documents.
- The Distributor should preserve the confidentiality of all information relating to transactions executed for AMC or Morgan Stanley Mutual Fund, except under circumstances where declaration of such information is necessitated by an order of any regulatory/government/statutory authority, with specific written approval from the AMC.
- The Distributor shall not use or display the word/symbol 'Morgan Stanley' or logo of Morgan Stanley or any part or derivate 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.
- The Distributor must not use any unethical means to sell, market or induce any investor to buy Units of Morgan Stanley Mutual Fund. The Distributor should not rebate commission back to investors or attract investors through temptation of rebates/gifts, pass back commission, etc.
- The Distributor shall comply with the provisions of the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and guidelines issued by SEBI/AMFI from time to time pertaining to mutual funds with specific focus on regulations/guidelines on advertisements/sales literature and code of conduct for distributors and shall adhere to it at all times.
- The Distributor shall use only such Offer Documents, Key Information Memorandum containing Application Forms and advertising material provided by AMC and the distributor shall not design its own advertisement of the scheme(s) of Morgan Stanley Mutual Fund unless it has obtained prior approval in writing from the 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/records/documents in respect of services provided under this agreement e.g. customer database, etc.
- 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 specified 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 specified by regulatory authorities or the AMC from time to time.
- The empanelment shall stand automatically terminated without any notice from the AMC/Mutual Fund upon disqualification or withdrawal of Regulatory or Government Approval to act in the capacity contemplated herein. Upon any termination, the distributor shall forthwith return all documents, papers and material pertaining to AMC/Mutual Fund and/or belonging to AMC/Mutual Fund to the AMC.
- Appointment as a Distributor is subject to written confirmation by Morgan Stanley Investment Management Pvt. Ltd.
- In respect of all disputes arising under this empanelment, the courts in Mumbai alone shall have jurisdiction.

## For Nomination by ARMFA

To

Morgan Stanley Investment Management Pvt. Ltd.

ARMFA Details

Name: \_\_\_\_\_

ARN Code: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Dear Sir,

I/we \_\_\_\_\_ do hereby nominate the following person in whom on my/our death, the amount payable to me/us in respect of the commission pertaining to the units canvassed by me/us specified below shall vest and to whom such amount shall then be payable.

**NOMINEE:**

Shri/Smt/Kumari \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Signature: \_\_\_\_\_ \*(Date of birth, if minor) \_\_\_\_\_

**\*The above nominee is a minor whose guardian's name, signature and address are as under.**

Guardian: Shri/Smt \_\_\_\_\_

Signature \_\_\_\_\_

Address: \_\_\_\_\_

#This nomination is in substitution of the nomination submitted earlier and registered in your books which shall stand cancelled on registration of this nomination.

# *(Delete/strike off if not applicable)*

Place:

Date: \_\_\_\_\_ Signature of Distributor \_\_\_\_\_

(For AMC use only)

Signature verified:

Signature of authorised person:

Objection if any: \_\_\_\_\_ Nomination verified \_\_\_\_\_

Please submit the duly filled form to nearest Morgan Stanley Mutual Fund Branch office or Investor Service Center (ISC). For more details log on to [www.morganstanley.com/indiamf](http://www.morganstanley.com/indiamf).