

EMPANELMENT FORM

India's 1st Unified License Stock Broker

KEDIA | CAPITAL

Register as an Authorised Person Yes No

MFD RIA

CORRESPONDENCE DETAILS

First Name/Company Name

Contact Person

(in case of Non Individual)

DOB/Incorporation Date

(In case of Non-Individuals)

D	D	M	M	Y	Y
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Email ID

PAN

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Fax No

Mobile No

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Office No

Correspondence Address

City

State

Pincode

GST Details Yes No

GST Number

BANK DETAILS

Bank Name

Bank A/c No

A/C Type

Savings Current

IFSC Code

Branch Name

MICR Code

City

State

NOMINEE DETAILS

Name of the
Nominee

Name of the Guardian
(In Case of Minor)

Relationship

Guardian PAN
(In Case of Minor)

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DOB

(In case of
Minor only)

D	D	M	M	Y	Y
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Mobile No

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DECLARATION & SIGNATURE

I/we hereby declare that the details furnished above are true and correct and no material information is concealed by me/us. I/We also consent to abide by the changes in terms and conditions from time to time relating to this empanelment

Name

Signature/ Entity Stamp & Signature

Date

Place

Business Development Manager: _____ or Courier the same to Kedia
Capital Pvt Ltd. Office No 1, 1st Floor, Tulip Flower Valley, Khadakpada Circle
Kalyan West - 4210301. For any queries you can write to us at partner@kediacapital.com

DOCUMENT CHECKLIST

List of Mandatory Documents	<input type="checkbox"/> Individual / Sole Proprietor	<input type="checkbox"/> HUF	<input type="checkbox"/> Partnership / LLP	<input type="checkbox"/> Corporate	<input type="checkbox"/> Society / Trust
Pan Card	✓	✓	✓	✓	✓
Pan Card - Partners/ Directors / Karta		✓	✓	✓	✓
Address Proof	✓	✓	✓	✓	✓
Address Proof - Partners/ Directors/Karta/trustees		✓	✓	✓	✓
Canceled Cheque	✓	✓	✓	✓	✓
Partnership Deed / LLP Agreement / Trust Deed			✓		✓
Board Resolution			✓	✓	✓
Certificate of Incorporation / Certificate of Registration/ Certificate of registration societies			✓	✓	✓
MOA and AOA				✓	
Authorized Signatories list with Signature Specimen			✓	✓	✓
ARN Card / RIA Registration Certificate	✓	✓	✓	✓	✓
EUID	✓	✓	✓	✓	✓
KYD	✓	✓	✓	✓	✓
NISM XA + XB/ CFP /CWM / other if any	✓	✓	✓	✓	✓

TERMS & CONDITIONS

- A. Kedia Capital Services Pvt Ltd is the 1st Unified Licensed Stock Broker in India & a member of NSE | BSE | MCX | NCDEX | ICEX | CDSL, having his registered office at Office No 1,2,3,4 1st Floor, Tulip Flower Valley, Khadakpada Circle, Kalyan West – 4210301, SEBI Registration number INZ000042238/INDP 394-2018, with email ID as grievance@kediacapital.com
- B. The MFD has been registered with Association of Mutual Funds in India (AMFI) to market and distribute the Mutual Funds or RIA (Registered Investment Advisor) has been registered with SEBI under Investment Advisers Regulations 2013 to provide advisory services and are desirous of offering various financial products using Kedia Capital Services Pvt Ltd and through its online platform / website as Mercury Financial www.mercuryfinancial.co.in (A Joint Venture between Kedia Capital Services and Actlogica) to its Customers
- C. The MFD or RIA is desirous of participating in and utilizing the Services and Kedia Capital Services Pvt Ltd is agreeable to allowing the MFD or RIA to participate in and utilize the Services on the terms and conditions hereinafter appearing

NOW IT IS HEREBY AGREED as follows:

- Any person entity seeking empanelment as a MFD/RIA shall be qualified as per relevant laws, regulations and rules to carry out the business of distribution of financial products offered by Kedia Capital Services Pvt Ltd. MFD/RIA shall be eligible to sell only those products offered by Kedia Capital Services Pvt Ltd for which they are eligible to sell under the governing regulations from time to time.
- MFD/RIA and its representatives have not violated any of the regulations and/or guidelines or directives or statutes and declares that MFD/RIA including representatives are not debarred/suspended from carrying on its normal activities. Provided however that, if MFD/RIA is found guilty of violation or breach of any of the terms and conditions enumerated herein then in such event MFD/RIA shall be liable to compensate Kedia Capital Services Pvt Ltd by way of indemnity for all costs, losses, expenses, penalties and outgoings including legal fees and expenses incurred or suffered by Kedia Capital Services Pvt Ltd.
- MFD/RIA and its representatives must have cleared such certifications and obtain various licenses or tests at such time as may be required by AMFI/SEBI or any other regulatory body required to distribute or advice any financial products including Mutual Funds offered by Kedia Capital Services Pvt Ltd.
- MFD/RIA also certifies that in the course of its business, it shall adhere to the applicable Code of Conduct as prescribed by AMFI and/or SEBI, including any amendments thereto from time to time, and any other requirements as mandated by SEBI/AMFI or any other statutory authority from time to time. Further undertakes to provide a certificate to that effect or any other certificate that AMC/AMFI/SEBI may prescribe on an annual basis or at such frequencies as may be determined by Kedia Capital Services Pvt Ltd from time to time provided that Kedia Capital Services Pvt Ltd notifies MFD/RIA previously in writing as to such frequencies. It also acknowledges that it is not entitled to receive commission on its own investments and shall inform Kedia Capital Services Pvt Ltd if it receives such commission, erroneously or otherwise and shall forthwith reimburse such amounts to Kedia Capital Services Pvt Ltd. MFD/RIA also undertakes that it will ensure that all its underlying associates / employees comply with the applicable regulations and guidelines issued by SEBI, AMFI or any other regulatory body.
- The relationship between the MFD/RIA and Kedia Capital Services Pvt Ltd shall be on a principal-to-principal or as an Authorised Person basis. The MFD/RIA shall have no right whatsoever to bind or act on behalf of Kedia Capital Services Pvt Ltd so as to bind, make party to any contractual or legal relationship, authorize on behalf of, engage Kedia to any action, contract, understanding, including this Terms & Conditions, with any third party, for whatever reasons.
- The MFD/RIA is eligible to earn commissions or charge fees on business mobilized / advised falling under their unique identification code as provided by Kedia Capital Services basis their categorization / revenue sharing as assigned by Kedia Capital Services Pvt Ltd from time to time and is mutually agreed.
- The MFD/RIA who is an individual/sole proprietor shall be eligible to appoint a nominee to whom the benefits of any commission / fees / any other revenue due shall be passed on the business done before the death of the MFD/RIA and the Services shall be deemed to be terminated from the date of the death of the MFD/RIA. The said business will be transferred to the nominee or any other person appointed by the user having valid licenses to operate the business immediately.
- Any information or materials provided by Kedia Capital Services Pvt Ltd on the Site or through such other media may be utilized by the MFD/RIA for the purposes of procuring subscriptions from Customers in any of the Mutual Funds or any other financial products available with Kedia Capital Services Pvt Ltd and in accordance with the terms of this Terms & Conditions.
- The MFD/RIA may incorporate excerpts or portions of such information or materials and is permitted to use, reproduce, publish, distribute and display such information and materials provided that such information or materials shall not be taken out of context or reproduced, published or displayed in such a manner that may be misleading or may misrepresent any information relating to the Mutual Funds or other Products. Provided further that the MFD/RIA agrees to abide by such other reasonable terms and conditions which may be imposed from time to time by Kedia Capital Services Pvt Ltd governing the use of such information or materials on the Site.
- Kedia Capital Services Pvt Ltd shall have the right at any time to prevent or disallow the MFD/RIA from participating in and utilizing the Site Information or to suspend the provision of all or any part of its Services if Kedia Capital Services Pvt Ltd is of the opinion or is notified that the MFD/RIA is subject to and/or is the subject of any investigation or inquiry by any government or any regulatory authority.
- Kedia Capital Services Pvt Ltd shall at all times deal and liaise with the MFD/RIA solely and directly and shall not be under any duty or obligation to attend to or in any way deal or liaise with any of the Customers except to the extent expressly specified by the MFD/RIA and will never cross sell or speak to their customers directly

- Kedia Capital Services Pvt Ltd shall also provide NOC in cases where the MFD/RIA would like to move his assets out from Kedia Capital Services Pvt Ltd.
- The MFD/RIA acknowledges that any Product Provider which receives any order from Kedia Capital Services Pvt Ltd is not obliged to accept the order in part or whole and is subject to the provisions set out in the respective OD / SID/ SIA of the respective schemes of the mutual fund or as may be prescribed by SEBI Regulations from time to time and such other terms and conditions provided herein and as agreed between the parties. Kedia Capital Services Pvt Ltd shall not be liable or responsible for any action or rejection on the part of any Product Provider in respect of any order. Kedia shall have no responsibility or liability for ensuring that the relevant AMC allots, redeems, switches or transfers the relevant Units in an Order or for any losses or expenses whatsoever, including any loss of investment opportunity which any Customer may suffer or incur as a result of any refusal to accept or delay in accepting such order by the AMC.
- The MFD/RIA understands the risks on system and network congestions. Trading on the Exchange is in electronic mode, based on satellite/ leased line communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond the control of and may result in delay in processing or not processing buy or sell orders either in part or in full.
- MFD/RIA shall at all times be solely responsible for keeping Kedia Capital Services Pvt Ltd informed of any and all material changes in its address, telephone numbers, facsimile numbers, email address and all particulars of the MFD/RIA provided to Kedia Capital Services Pvt Ltd, as soon as such changes have occurred and at the latest within one (1) week of any such change taking effect.
- MFD/RIA shall at all times comply with the applicable provisions of AMFI/SEBI and its regulations, notifications and guidelines, including any subsequent amendment or variation, and all written directions, guidelines, circular, notification and notices issued by AMFI/SEBI or any other regulatory bodies from time to time.
- MFD/RIA shall use all reasonable care and diligence in preparing, calculating, compiling and providing any statistical data, analysis, report, representation, recommendation and advice and that it shall be solely responsible and liable to any Customer in respect of such data, analysis, report, representation, recommendation or advice (collectively, the "Data") and all Losses (if any) arising there from except where such Data constitutes material provided by Kedia. For the avoidance of doubt, Kedia shall not be liable in any way whatsoever for any such Losses which may be caused to the MFD/RIA or its Customers hereunder. It is aware that the SEBI has issued guidelines under the Prevention of Money Laundering Act, 2002 ("PMLA") requiring Mutual Funds to follow enhanced Know Your Client ("KYC") norms. MFD/RIA shall ensure that, applicants must be KYC compliant while investing with any SEBI registered Mutual Fund in accordance with the prevailing laws/guidelines as in force at the time of his investments. However, in case of Non KYC-Customer, MFD/RIA agrees to collect such documents from the Customers as are required by Kedia/Product Provider for complying with KYC norms in accordance with SEBI/regulatory/government regulations or guidelines applicable to the mutual fund activities. MFD/RIA shall also provide such assistance as is reasonably requested by Kedia to comply with its obligations under the PMLA. MFD/RIA shall forthwith notify Kedia of any Transaction and/or Order found to be suspicious or involving money laundering in connection with which a report is required to be made to Financial Intelligence Unit-India (FIU- IND), New Delhi as a suspicious transaction.
- MFD/RIA shall not and shall also ensure that neither of its employees, agents or representatives shall hold themselves out to be employees or representatives of Kedia Capital Services Pvt Ltd.
- Kedia Capital Services Pvt Ltd shall not release any information relating to any Customer to a third party for the purpose of marketing financial products to such Customers.
- The commission / fees shall be payable by Kedia Capital Services Pvt Ltd to the MFD/RIA at such rates as may be communicated by Kedia to the MFD/RIA from time to time and basis his categorization. This amount shall be normally payable within 90 days from the end of the month / quarter in which the relevant purchase transactions / investments have been processed or within such extended time as may be agreed & All the commission rates payable to the MFD/RIA shall be inclusive of taxes, charges, deductions etc. payable at the prevailing rates for the time being in force. In case if the ARN is expired then commissions would be on hold till the ARN gets activated again within 30 days from the date of expiry and the MFD/RIA has to inform Kedia Capital Services Pvt Ltd about ARN renewal status in writing along with relevant documentation.
- All the commission shall be due, upon receipt of the same to Kedia Capital Services Pvt Ltd from the respective Product Providers for investment made by Customers through Kedia Capital Services Pvt Ltd ARN 119619.
- The commissions / fees shall only be paid subject to the MFD/RIA's fulfillment of the necessary statutory, regulatory and / or legal obligation or guidelines as laid down by such regulatory bodies and any norms specifically formulated by Kedia Capital Services Pvt Ltd and as revised from time to time.
- The rate of such commission may differ across Products, AMCs, Product Providers etc. The MFD/RIA acknowledges that such rates are market dependent and may differ / change over time due to the market factors. The MFD/RIA further acknowledges that the rate structure may be changed at any time in future on some or all past, existing and / or future transactions and that such rate changes may take place with retrospective effect. MFD/RIA shall not hold Kedia Capital Services Pvt Ltd responsible for any loss incurred as not anticipated and arising out of any revision in the rate of commission or change fees by Product Provider / AMC/ issuer of financial products. In cases where Product Provider / AMC / issuer of financial products initiates recovery of fees in relation to any business procured by the MFD/RIA, such commission already paid would be recovered from them proportionately, and for all such business where the commission is yet to be paid, the same shall be netted off. The mode of payment of commission along with any other fees will be through direct credit in their respective bank account.

- Subject to Kedia Capital Services Pvt Ltd doing all that it reasonably can to assist the MFD/RIA, Kedia Capital Services Pvt Ltd shall not be involved in any dispute or claim that may arise between any Customer and the MFD/RIA, save where such dispute or claim arises out of any breach by Kedia Capital Services Pvt Ltd of its obligations & the MFD/RIA agrees to deal with all complaints made by any Customer in respect of goods and services procured through the Site in like manner as if such goods and/or services had been provided by the MFD/RIA.
- Any dispute, controversy or claims arising out of or relating to this Terms & Conditions or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996.
- The arbitral tribunal shall compose of a sole arbitrator appointed by Kedia Capital Services Pvt Ltd.
- The place of arbitration shall be Mumbai and any award whether interim or final, shall be made, and shall be deemed for all purposes between the parties to be made, in Mumbai.
- The arbitral procedure shall be conducted in English language and any award or awards shall be rendered in English. The procedural law of the arbitration shall be Indian law.
- The award of the arbitrator shall be final and conclusive and binding upon the Parties, and the Parties shall be entitled (but not obliged) to enter judgment thereon in any one or more of the apex courts having jurisdiction.
- Notwithstanding the above, the Parties shall be entitled to approach the Court of appropriate jurisdiction in Mumbai for the grant of any interim or equitable relief.
- The MFD/RIA hereby agrees and undertakes to fully indemnify and keep Kedia Capital Services Pvt Ltd harmless from and against any and all losses, expenses, damages, claims, proceedings, cost (including the legal costs and out-of-pocket expenses on an indemnity basis) ("Losses") which Kedia Capital Services Pvt Ltd may incur as a result of (1) any negligence, misconduct, neglect or fraud by the MFD/RIA or any of the MFD/RIA's employees, sub-associates, agents or representative; (2) any act carried out by the MFD/RIA or any of the MFD/RIA's employees, agents, sub-associates or representative/s which falls outside the scope of the MFD/RIA's powers under this Terms & Conditions; or (3) any act or omission constituting or resulting in a breach of this Terms & Conditions by the MFD/RIA in the course of performing or the failure to perform its duties and obligations under this Terms & Conditions; (4) any act or omission in connection with any default or fraud committed or carried out by the Customers.
- The MFD/RIA agrees that he/she will not use any unethical means to sell, market or induce any investor to buy Mutual Funds or any other financial products.
- The MFD/RIA agrees he/she will not rebate/pass on the commission/brokerage to investors and shall not attract/induce investors through temptation of rebate or by offering gifts, benefits.
- The MFD/RIA shall provide self-certification in the prescribed format certifying compliance with the provisions of the extant SEBI/Mutual guidelines/circulars, adherence to the Code of Conduct as prescribed by SEBI/AMFI for intermediaries of Mutual Fund at the end of every financial year to the AMC. If the said self-certification is not provided, then the brokerage will be suspended till the time of receipt of the certificate.
- The Parties hereto agree that Kedia Capital Services Pvt Ltd shall not be liable for any Losses whatsoever as may be suffered, incurred or sustained by the MFD/RIA arising from or in connection with (1) its participation in and use of any information on the Site or the Services, (2) any act or omission by a Customer, or (3) any other person unless and subject always to Clause 10, such Losses are suffered, incurred or sustained by the MFD/RIA as a result of any breach by Kedia of its obligations and/or warranties under this Terms & Conditions.
- The Parties will maintain utmost confidentiality regarding the contents of this Terms & Conditions and at all times and neither Party will make any announcement to the public or to any third party regarding the arrangements contemplated by this Terms & Conditions without the consent of the other party. Each Party (the "Recipient") shall at all times during the term of this Terms & Conditions and after its termination keep all information relating to the business, processes, and operations of the other Party (the "Disclosing Party") and all confidential information supplied by the Disclosing Party, including Customer Confidential Information (collectively, "Confidential Information") confidential and accordingly not to disclose any Confidential Information to any other person or use such Confidential Information to the detriment of the Disclosing Party. Any Confidential Information may be disclosed by the Recipient to any governmental or other authority or regulatory body; or any employees of the Recipient, to such extent only as is necessary for the purposes contemplated by this Terms & Conditions, or as is required by law and subject in each case to the Recipient using its best endeavors to ensure that the person in question keeps the same confidential and does not use the same except for the purposes for which the disclosure is made.
- Upon termination of this Terms & Conditions, the MFD/RIA agrees to immediately return to Kedia Capital Services Pvt Ltd all records or other tangible documents or other fixation of Confidential Information, which contain, embody or disclose, in whole or in part any such information.
- Unless otherwise provided herein or agreed to in writing by the Parties, all notices or other communications required or permitted hereunder shall be in writing, delivered personally or by facsimile transmission or electronic mail or pre-paid registered mail at the respective addresses set forth herein below:
 - For Kedia Capital Services Pvt Ltd
 - o Office No 1, 1st Floor, Tulip Flower Valley, Khadakpada Circle, Kalyan West - 4210301
 - o Tel : 0251- 6161 111 or email to grievance@kediacapital.com

- Either Party to this Terms & Conditions may elect to terminate this Terms & Conditions by giving Sixty (60) days' prior notice in writing to the other Party of its intention to do so.
- Unless already terminated in accordance with this Terms & Conditions, this Terms & Conditions shall be automatically renewed for further periods of one (1) year. Each renewal of the term shall be upon such new rates, commission, charges and fees and any additional terms and conditions as may be mutually agreed upon then between the MFD/RIA and Kedia Capital Services Pvt Ltd, in writing.
- During the term of this Terms & Conditions, Kedia Capital Services Pvt Ltd under SEBI or AMFI regulation or guidelines or under Prevention of Money Laundering Act, 2002 or under the request of any regulatory authorities, reserves the right to audit, inspect, and make copies or extracts of relevant systems and processes and records ("Documents") associated with the MFD/RIA's business.

ANNEXURE A – REVENUE SHARING

- Various sources through which revenues are generated will be - commission paid by manufacturers for distributing their products (Like Mutual Funds, PMS, AIF, Estate planning etc.) or fees charged to clients for various advisory / other services by MFD/RIA's or Brokerage generated through execution of Stocks, Commodities, Currency in Cash, Delivery or Derivative products or any other source from time to time as added by Kedia Capital Services Pvt Ltd.
- The MFD/RIA will be defined in a category basis his AUM with Kedia Capital Services from category A to F as shown below
- Kedia Capital Services will do revenue sharing from the user (MFD/RIA) on the total revenues generated from any source as per user category as per table shown below
- AUM will include market value of all financial products distributed or advised by MFD/RIA on the platform (Mercury Financial) and will be used to define the user category for revenue sharing

Category	AUM on Platform	Revenue Sharing (Retained by Kedia Capital)
F	0 to 25 Cr	15%
E	25 to 50 Cr	12.50%
D	50 to 100 Cr	10%
C	100 to 250 Cr	10% on 1st 100Cr then 5% on incremental AUM
B	250 to 500 Cr	10% on 1st 100Cr then 4% on incremental AUM
A	500 Cr +	10% on 1st 100Cr then 3% on incremental AUM

- For Category A, B and C we shall find out per cr revenue and then apply 10% rate on 1st 100Cr and 5%, 4%, 3% on respective incremental AUM of that Category.
- An example is shown below
 - User A having 200Cr AUM and total revenue generated is 2Cr,
 - Per Cr revenue is 200Cr / 2Cr = 1,00,000/-
 - Revenue on 1st 100Cr will be 1L * 100 = 1Cr
 - 10% sharing is 10% * 1Cr = 10L
 - Incremental AUM 200Cr – 100Cr = 100Cr
 - Incremental Revenue 1L * 100 = 1Cr
 - 5% sharing on Incremental is 5% of 1Cr = 5L
 - Total Revenue earned by user = 2Cr, Total Revenue shared = 15L

- Please get in touch with your respective Business Development Team for knowing the various offers or discounts available from time to time on above pricing for limited period
- In case if the user wishes to register as an Authorised Person, please find below 1-Time Registration Charges with various exchanges for various segments, you can choose which exchange and which segments to activate.

Activation	Segment	Fees	GST	Total	Deposit
NSE	Cash	2000	18%	2360	25000
	Derivatives	2000	18%	2360	
	Currency	2000	18%	2360	
BSE	Cash	2000	18%	2360	0
MCX	Derivatives	2000	18%	2360	25000
NCDEX	Derivatives	2000	18%	2360	
Processing Fees		2000	18%	2360	0
Total		14000		16520	75000

The Bank details of Kedia Capital Services Pvt. Ltd are given below for making payment of above charges
 Name : Kedia Capital Services Pvt Ltd, HDFC Bank
 A/C No : 00600340067938 and IFSC Code : HDFC0000060