



APPLICATION FORM FOR REGISTRATION AS BUSINESS PARTNER

Affix Your
Photograph &
Put cross
Signature on
the same

MUTUAL FUNDS MEDCLAIM FIXED DEPOSITS / BONDS (Please tick whichever is applicable.)

APPLICANT DETAILS (Fill In Capital Letters)										
NAME OF THE APPLICANT										
STATUS (INDIVIDUAL /FIRM / COMPANY/ HUF)										
CONTACT PERSON										
FATHER'S/HUSBAND'S NAME										
DATE OF BIRTH / DATE OF INCORPORATION					PAN NO. (Mandatory)					
REGISTRATION NO. (For Company Only)										
CORRESPONDENCE ADDRESS										
	State					PIN				
PERMANENT ADDRESS										
	State					PIN				
Phone No. (with STD Code)					Mobile					
Fax No.					E-mail					
AMFI Certified Yes No	ID				(If Yes Please Provide AMFI ID along with certificate)					
I wish to receive updates on all products by SMS. Yes No										



I hereby confirm that:

1. The information provided above is true to the best of my knowledge and belief.
2. I have read the terms & conditions and agree to abide by the same.

Signature _____

(With Stamp for non individual)

Date _____

Place _____

BRANCH NAME _____ RELATIONSHIP MANAGER _____

RM CODE

--	--	--	--	--	--	--	--

Signature of RM _____

FOR OFFICE USE ONLY

CODE NUMBER _____

Code Entered By _____ Signature _____

Approved By _____ Signature _____

DOCUMENTS REQUIRED

IN CASE OF INDIVIDUALS :

1. One Passport Size Photograph	4. Proof of Identity i.e. Passport / Election / Identity Card / Driving License / PAN Card	5. Proof of Residence i.e. Passport / Ration Card / Telephone Bill / Electricity Bill / Bank Statement / Election ID Card
2. Photo copy of PAN Card		
3. Copy of Blank Cancelled Cheque		

IN CASE OF PARTNERSHIP FIRM :

1. One Passport Size Photograph of all partnership	4. Proof of Identity i.e. Passport / Election / Identity Card / Driving License / PAN Card of all partners	5. Proof of Residence i.e. Passport / Ration Card / Telephone Bill / Electricity Bill / Bank Statement of all partners
2. Certified Copy of Partnership Deed		
3. Copy of Bank Statement of partnership Firm and Copy of Cancelled Cheque		

IN CASE OF CORPORATE :

- 1) One Passport size photograph of authorized Director.
- 2) Copy of Board Resolution in respect of appointment as BUSINESS PARTNER as per format enclosed and it should be signed by the Director other than Authorised Director.
- 3) Certified Copy of Memorandum & Articles of Association of Company & Latest Audited Annual Accounts.
- 4) Proof of Identity i.e. Passport/ Election Identity Card / Driving License of authorized Director.
- 5) Proof of Residence i.e. Passport /Driving License /Ration Card/Telephone Bill / Electricity Bill of authorized Director.
- 6) List of all Directors of the Company.
- 7) Address proof of the Company.
- 8) Copy of PAN Card of the Company.
- 9) Bank Statement cancelled cheque of the Company.

FORMAT OF BOARD RESOLUTION TO BE ON THE LETTER HEAD OF COMPANY

"RESOLVED THAT the consent of Board of the Directors of the Company be and is hereby accorded to participate in the distribution business, i.e. mobilization of investments in Financial & Insurance products and services, New Issues, Fixed Deposits, Mutual Funds, Bonds, Insurance Policies etc. through COGNUS CAPITAL INVEST . as a BUSINESS PARTNER.

FURTHER RESOLVED THAT Mr. _____
 Director of the Company be and is hereby authorized to sign the agreement and all other necessary documents and to do all other acts, deeds, things, which are required for the aforesaid purpose, on behalf of the Company."

CERTIFIED TO BE TRUE COPY

FOR _____ Ltd.

_____ (Name of the Director)

(Signature)



Electronic Clearing Service (ECS / NEFT) – For Brokerage Credit

1. CCI Associate Name _____
2. CCI Associate Code _____
3. CCI Associate Address _____

_____ PIN _____ Phone No. _____

4. Particulars of Bank Account

A. Name of the Bank _____

B. Branch _____ Branch Address _____

_____ PIN _____

C. Account No. (As appearing on the cheque book) _____

D. Type of the Account (S.B., Current or Cash Credit) _____

E. MICR Code _____ IFSC Code _____

(Mandatory: please enclose blank cancelled cheque or photocopy of a cheque and bank statement/copy of passbook with complete details of A/c Holder, for verification of the same)

5. Date of effect _____

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reason of incomplete or incorrect information. I would not hold COGNUS CAPITAL INVEST, responsible. I have read the option invitation letter and agree to discharge the responsibility expected of me as a participant under the scheme.

Address _____

Signature of CCI Associate _____

PIN _____

Phone No. _____

Date _____

Mobile No. _____

E-mail _____

For CCI Official Use Only
Name

Signature

Checked By

Verified By

Approved By

DISTRIBUTION AGREEMENT

This Agreement is made at _____ (place) this _____ day of _____ between M/s COGNUS CAPITAL INVEST ., a company incorporated under the Companies Act, 1956 and having its Registered Office at 12 – C –A, Pacific Tower 4th Floor, Madhuban , Udaipur (hereinafter referred at as the “CCI”, A group company of Cognus Consultants Pvt Ltd.) of the First Part; AND _____, individual / Partnership Firm / Corporate residing at/having office at _____ (hereinafter referred to as the “DISTRIBUTION

“) of the Second Part. WHEREAS the CCI is dealing with distribution/mobilization of investment in financial & insurance products and services, Public Issues, Fixed Deposits, Mutual Funds, Insurance Policies etc. besides its main stock broking business. WHEREAS the DISTRIBUTION AGENT/ FRANCHISE is desirous of having an association with CCI in the aforesaid distribution business and henceforth franchise will termed as Business Partner.

NOW, THEREFORE, in consideration of the mutual understanding as set forth in this agreement, the parties thereto have agreed to the following terms & conditions:

1. THE BUSINESS PARTNER shall not represent CCI in any manner whatsoever against the interest of CCI and shall not either directly or indirectly indulge in any acts/activities, which may be prejudicial to the interest of CCI or its group Companies.
2. THE BUSINESS PARTNER should sufficiently generate business that will entitle him to minimum Brokerage every year as may be prescribed by CCI and in case the target is not achieved, CCI reserves the right to cancel the registration forthwith and forfeit the amount of brokerage payable to the BUSINESS PARTNER, if any.
3. THE BUSINESS PARTNER shall not accept CASH from any investor for any products/services under any circumstances.
4. THE BUSINESS PARTNER shall not accept CHEQUE in his name, whether directly or indirectly from any investor for any products/services under any circumstances
5. Brokerages at the applicable rates will be released subject to monthly net brokerage amount being equal to or more than Rs. 200/-, separately for different products. The Brokerage less than Rs. 200/- will be accumulated and payable in subsequent amount as and when it cross Rs. 200/-
6. The rate of Brokerage will differ from company to company and client to client, which shall be intimated to the BUSINESS PARTNER by CCI from time to time.
7. THE BUSINESS PARTNER shall not be paid any brokerage by CCI 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 payable or paid on such deposit(s) shall be liable to deduction from future payments to the BUSINESS PARTNER.
8. The BUSINESS PARTNER working for IPO Business shall be responsible for clearance of cheque (s) against application sourced by him / her. The BUSINESS PARTNER shall remain liable for such liability as may be caused due to bouncing of cheque (s) / non banking of such applications.
9. In case of product marketing, a company/firm/individual may be nominated by CCI to pay brokerage and such payment shall be effective discharge of any liability on account of brokerage payable for such products.
10. Complaints(s), if any of the BUSINESS PARTNER will be entertained by CCI only, when these are referred by quoting Registration Code and within a period of six months of giving relevant business to CCI.
11. No canvassing or inducement shall be done orally or in writing by the BUSINESS PARTNER for making investments in any of the products i.e. Fixed Deposits /Bonds /Public issues /Mutual Funds/Insurance Policies etc. The discretion in this regard should always be that of the investment.
12. No guarantee shall be given with regard to any of the products proposed to be sold or serviced by the BUSINESS PARTNER in any capacity or manner, whatsoever.
13. CCI shall not be liable or responsible for any kind of loss or damage thereby incurred or suffered by the client of the BUSINESS PARTNER resulting from acts, event or circumstances not reasonably within the control of CCI including but not limited to force major conditions.
14. THE BUSINESS PARTNER shall maintain the dignity and the profile of the Company and its group companies and also maintain a high degree

of integrity, promptitude, fairness and honesty in dealing with its clients, investors and public in general & render all possible co-operation and guidance to the investors with regard to the product and the services.

15. THE BUSINESS PARTNER shall send periodical reports with regard to sale of products and business and market trends from time to time as per the system/manner defined by CCI and also send all material information, which may be relevant to the sale of products/services and /or matter connected therewith to CCI.
16. THE BUSINESS PARTNER shall abide by all laws related to transactions of CCI including Laws, Rules and Regulations of Securities and Exchange Board of India, Reserve Bank of India, Insurance Regulation Development Authorities, Association of Mutual Fund of India and all relevant enactments, including the Companies Act, 1956, SCRA, 1956 etc.
17. THE BUSINESS PARTNER shall initiate and take all reasonable steps for the promotion of business; canvass and conduct business of Mutual Funds in accordance with the Regulations, Code of Conduct, Norms and Guidelines for intermediaries that may be framed or amended by AMFI from time to time.
18. THE BUSINESS PARTNER shall guarantee total confidentiality and secrecy of the entire information gained during the continuance of this agreement to any third party and shall never disclose without the express written consent of CCI, except 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 both parties to this agreement are involved. This -obligation shall survive even after the termination of this agreement.
19. CCI 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 CCI giving the BUSINESS PARTNER not exceeding seven days notice in writing.
20. THE BUSINESS PARTNER also unconditionally and irrevocably agrees to indemnify CCI and shall always keep CCI indemnified, harmless from and against all claims, demands, actions, proceedings, loss, damages, liabilities, charges and /or expenses that are occasioned or may be occasioned to CCI directly or indirectly, owing to the transactions, undertaken for the Clients or on account of any act or omission or negligence by the BUSINESS PARTNER or his/its employees.
21. CCI 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 CCI on the BUSINESS PARTNER warranted by the former's risk management strategy.
22. 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.
23. It is understood that the appointment of BUSINESS PARTNER shall not constitute any arrangement whereby any employer/employee relationship may be constituted between the parties to this agreement.
24. CCI is, in its absolute discretion and reserves the right to discontinue/terminate at any time, the appointment of BUSINESS PARTNER without assigning any reason. This agreement shall forthwith terminate on the violation of any of the term(s) and/or conditions(s) of this agreement by the BUSINESS PARTNER. On termination, the BUSINESS PARTNER shall remain liable for such liability, as may be caused or to be caused to CCI. On termination, the BUSINESS PARTNER shall not solicit business for any product or service from the clients, who were serviced by it and shall forthwith disassociate from all such and other clients of CCI. The liability and indemnity of the BUSINESS PARTNER shall survive even after the expiry of this agreement.
25. BUSINESS PARTNER will be liable to make at least 20 agents every year. In addition, the Incentive Structure would be 10% to the total revenue generated by their respective agents. (Example: if the total revenue by agent is One lac , the incentive will be Ten thousand).
26. Contest criteria for the business partner and distribution agent shall be different.
27. BUSINESS PARTNER will be liable for Product related and Behavioral trainings of their respective agents.
28. Additional Tie ups including Mutual Funds, Health Insurance, Stock Broking etc... shall be communicated separately
29. Any and all disputes arising out of or in connection with this agreement or its performance shall be settled by arbitration through Sole Arbitrator to be appointed by CCI. The arbitration shall be held in Udaipur. BUSINESS PARTNER AND CCI hereby agrees in ensuring quick settlement of any arbitration proceedings.



30. All disputes shall be subject to exclusive jurisdiction of Courts at Udaipur.

IN WITNESS THEREOF, the parties to the agreement have caused these presents to be executed as of the day and year first above written.

Signed for and on behalf of
COGNUS CAPITAL INVEST .

Authorised Signatory

WITNESS _____

Signed for and on behalf of
Business Partner

Authorised Signatory

WITNESS _____