

REGISTERED INVESTMENT ADVISOR (RIA) EMPANELMENT FORM

SEBI RIA Registration No.

PAN No. of RIA

RIA Name

Category (Please ✓) Individual Company Partnership LLP Others

Name of Contact Person 1

Name of Contact Person 2

Address (as per SEBI records)

City Pincode

Telephone

Fax

Mobile Number

Email ID (as per SEBI records)

Mode of Distribution (): OFFLINE (): ONLINE (): PAPERLESS (): WEBSITE: _____

TRANSACTION MODE:

- MF Utility Platform : or
- Banks : Please specify: (Name of the Bank) _____ or
- Stock Exchange Platform : Please specify: (Name of Platform) _____ or
- Payment Aggregator : Please specify: (Name of Payment Aggregator) _____ or
- Self : Please specify: (Name of Payment Aggregator) _____ or
- Third Party website : Please specify: (Name of Third Party Website) _____ or

DECLARATIONS

I/We undertake to abide by the guidelines, code of conduct, best practices, circulars etc., issued by SEBI and/or AMFI as may be applicable to me/us. I/We further confirm that I/ We (including our directors/employees/officer/partners) am/are not the employee(s) of any Asset Management Company [“AMC”] or related to any Director/Employee of any AMC/Sponsor or any of its associates [hereinafter referred as “Related Person”].

I/We also undertake to keep you informed in writing about any changes/modification to the above information in future. I/We agree to keep the information received as part of this service confidential and will not disclose the same to Public or any third parties. I/We confirm that I/We will abide by the code of conduct defined under SEBI (RIA) Regulations, 2013 amended from time to time. I/We am/are also aware that advisory charges shall be collected directly from the investors and not from either the Mutual Fund or AMC or its associates.

I/We have gone through the terms and conditions contained overleaf being part of this Empanelment Form and will strictly abide by the same.

I/We hereby declare that currently there is no subsisting order/ruling/judgment etc., in force which has been passed by of any court, tribunal, statutory authority or regulator, including SEBI prohibiting or restraining me/us from dealing in securities.

I/We acknowledge and confirm that the information provided above is true and correct to the best of my/our knowledge and belief. In case the above information or part thereof is found to be false or misleading, CRAMC shall be entitled to take appropriate action and I/we shall be liable to the consequences thereof.

Date: ____/____/____ _

Place: _____

(Signature)

Check List:

- RIA should submit the RIA empanelment form duly filled and signed along with the following supporting documents
 - Self-attested SEBI registration certificate;
 - Self-attested PAN;
 - Self-attested copy of Constitution Document (Such as Memorandum and Articles of Association, Partnership Deed etc.);
 - Self-certified Authorised Signatory List in case of Non-Individuals along with Resolution;
 - Copy of Incorporation/Registration Certificate.
 - Address, other contact details should be as per SEBI records.

Undertaking by SEBI Registered Investment Advisors to Canara Robeco Mutual Fund (CRMF):

- 1) I/We, the abovenamed RIA am/are registered with the Securities and Exchange Board of India (“SEBI”) as an Investment Advisor.
- 2) RIA represents that it has segregated its advisory and transaction execution services. As an extension of its transaction execution services, RIA offers an online service platform to its Clients (**“Transaction Platform”**) whereby its Advisory clients can transact in the Direct Plans of the Schemes of CRMF without involving an AMFI registered Mutual Fund Distributor.
- 3) RIA confirms that while providing such execution services, RIA (and its associated advisors, if any) shall abide by the provisions of IA Regulations, more particularly with Regulations 7, 13, 15 to 22 of the IA Regulations.
- 4) RIA undertakes to ensure that no transactions other than the transactions of its own Resident and Non-Resident Indian Clients (including Persons of Indian Origin but excluding Foreign Portfolio Investors & persons/NRIs from USA and Canada) would be routed through the Transaction Platform or Physical Mode; RIA further undertakes to ensure that in case of investment by Non Resident of Indian Nationality/Origin, the funds for subscription have been remitted from abroad through approved banking channels or from funds in Non Resident External/Ordinary Account/FCNR/NRSR Account and such clients specify if the investment is made on Repatriation basis Non Repatriation basis.
- 5) RIA confirms that it is fully and properly authorized by its Clients to execute transactions through the Transaction Platform or Physical Mode, including but not limited to placing subscription, redemption and switching and to share information available with RIA pertaining to the investments of the Client.
- 6) RIA agrees to promptly provide to Canara Robeco AMC (CRAMC)/its R&T Agent a copy of the Consent provided by the Client in the format prescribed by AMFI for sharing transaction data feed in respect of Direct Plans;
- 7) RIA agrees and confirms that the reverse feeds would be used only for the purpose of consolidation/aggregation of transactions of its Clients, apart from providing investment advice and various reports to the Clients from time to time with respect to transactions done through the Transaction Platform;
- 8) RIA undertakes to ensure that transactions routed/reported through the Transaction platform or Physical Mode shall be direct transactions of it’s Clients and not routed through or involving any mutual fund distributor and at all times in compliance with SEBI circular dated 13th September, 2012 and any amendment(s) thereto and hence shall not entitle RIA or any of its associated advisors, if any, to any commissions, incentives or other form/s of payments. RIA specifically undertakes that neither RIA nor any of its associated advisors, if any, shall seek any monetary incentives either directly or indirectly in respect of these direct transactions.
- 9) RIA confirms that it has robust IT security and controls in place to protect the Clients’ confidentiality including controls as required under IT (Reasonable Security Practices & Procedures and sensitive personal data of information) Rules, 2011 as amended from time to time. RIA for the purpose of providing its services under this Arrangement, shall, at all times during the term of this Arrangement, comply with Information Technology Act and applicable rules & regulations and shall maintain such resources and transmission infrastructure and equipment as are reasonably necessary to maintain a high standard of transmission of data in terms of timing, quality, reliability, authenticity, integrity and content.
- 10) RIA agrees that it (and its associated advisors, if any) will obtain all Customer Related Information and documentation in terms of Know Your Customer (CKYC/KYC), Anti Money Laundering Standard(AML)/Combating Financing of Terrorism (CFT), Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standards (CRS) requirements, including account opening forms, signature specimens, Ultimate Beneficial Ownership (“UBO”) details, Power of Attorney (wherever applicable) etc., and submit the same to CRAMC/its R&T Agent. RIA also agrees that RIA (and its associated advisors, if any) shall adhere to applicable regulations/operational guidelines issued by SEBI/AMFI/CRAMC/Regulatory Authority(ies) from time to time in this connection.
- 11) RIA confirms that it has requisite and robust system in place to ensure that the funds remitted towards subscription to the units of the Schemes of CRMF is made from the verified Bank Account of the First Unitholder/applicant in which the Applicant is one of the joint holders and registered under the investor’s Folio. RIA is aware that no third party payments will be permitted on behalf of its Clients and if CRAMC/its R&T Agent becomes aware of the same, the said transaction shall be liable to rejection at the sole discretion of CRAMC. The Redemption payments and the Dividend pay-outs shall be credited directly into the bank accounts of the Investors.
- 12) RIA shall ensure adequate security, alerting and monitoring of its Transaction Platform at all points in time. RIA shall also immediately advise CRAMC/its R&T Agent in case any significant alerts, security breaches or other incidents including a significant attack on the Website/Transaction Platform having the effect of disrupting the service provided under this Arrangement are detected.
- 13) RIA shall at all times use reasonable endeavour to ensure that Transaction Platform is/will not be contaminated by any Harmful Code and will, in the event of any Harmful Code being detected or suspected, notify CRAMC as soon as possible and make reasonable efforts to ensure that such Harmful Code is removed. Further, RIA in the event of interruption of any service or loss of use and/or access to the Transaction Platform shall restore the service and/or access to the Transaction Platform within the earliest possible time. “Harmful Code” means any computer code, programming instruction or set of instructions that is intentionally and specifically constructed with the ability to damage, interfere with or otherwise adversely affect computer programs, data files or hardware without the consent or intent of the computer user. This definition includes but is not limited to selfpropagating programming instructions commonly called viruses or worms.
- 14) RIA undertakes to ensure that IT logs of the Investor including the consents given electronically by the Investor are captured for all electronic transactions and stored as a record. All transactions provided by RIA to the R&T Agent would be accompanied with the IP address of the Investor for transaction. RIA undertakes to retain these records in electronic form in such a manner that:
 - a) the information contained therein remains accessible so as to be usable for a subsequent reference;
 - b) the electronic record is retained in the format in which it was originally generated, sent or received or in a format which can be demonstrated to represent accurately the information originally generated, sent or received;
 - c) the details which will facilitate the identification of the origin, destination, date and time of dispatch or receipt of such electronic record are available in the electronic record.
- 15) RIA agrees that the transactions received through the online mode or Physical Mode from its Clients shall be subject to provisions prescribed by SEBI with respect to time stamping, applicability of NAV, processing of transactions etc. The RIA undertakes not to issue to the clients any receipt for cheques and demand drafts received along with the application forms on behalf of CRAMC. The RIA also undertakes not to receive cash from clients on behalf of CRAMC.
- 16) RIA confirms that non-commercial requests for changes in bank account, bank branch, nomination, dividend reinvestment status, etc., will be submitted in the physical form.

- 17) RIA agrees to keep CRAMC, CRMF, their respective officers, directors, employees, Trustees and agents indemnified and hold them harmless from and against any action, proceedings, claims, liabilities, penalties, demands and costs, initiated due to negligence or a breach or non-performance of any of the representations/terms/ conditions mentioned herein by its employees, agents and representatives or due to any action taken by the clients (including breach of confidentiality requirements between RIA and its clients) and/or the Regulator as a result of CRAMC tagging the Code with respect to transactions of its clients which are routed through Physical Mode or the Transaction Platform and sharing reverse feeds for these transactions.
- 18) RIA hereby confirms that it is in compliance with all the regulations/rules/laws applicable to it in connection with providing the investment advisory services.
- 19) RIA undertakes to maintain and preserve audit trails, investor's records including consent/confirmation/concurrence received from investors as evidence for a period of at least 8 years or such time as may be stipulated under the SEBI regulations and make the same available to CRAMC and/or its R&T Agents upon request.
- 20) RIA hereby understands and agrees to the following:
- a) Its client/s shall also be at the liberty to transact directly through CRAMC.
 - b) Its client/s shall be at the liberty to approach CRAMC for any query or for any other details, irrespective of whether the transaction has been carried out through Transaction Platform or Physical Mode.
- 21) RIA acknowledges and confirms that the aforesaid facilitation is given by CRAMC purely in the interest of serving RIA's Clients and CRAMC may withdraw/discontinue this service should there be a regulatory/industry body imposition or a nonadherence to the terms stated above or any other reason which compels CRAMC to withdraw/discontinue the same. Upon such discontinuation, RIA shall not have any recourse against CRAMC/ CRMF, its sponsors, associates or agents.
- 22) CRAMC/CRMF shall have the right to terminate this Arrangement forthwith, upon occurrence of any of the following events:
- a) breach of any of the aforesaid terms and conditions by RIA, and such breach is not cured, on Notice being given by CRAMC, within 15 Business days of such Notice;
 - b) commission of fraud or other illegal or unethical activities, or any activity by RIA which CRAMC/CRMF, in its reasonable judgment, believes could adversely affect its reputation;
 - c) liquidation of RIA whether compulsory or voluntary (except for the purpose of amalgamation or reconstruction) or making assignment for the benefit of or compounding debts with its creditors or if a manager or receiver is appointed in respect of all or any part of its business or a petition is presented for winding-up or if a party ceases to carry on any part of its business or threatens to do any of these things.
- In addition to the above, CRAMC/CRMF is entitled to terminate this Arrangement without assigning any reason by giving 30 Days prior written notice.
- 23) The RIA and CRAMC/CRMF agree to adhere to the guidelines issued by the SEBI (as contained in Section 16.5.1.4 of the Master Circular dated May 19, 2023) regarding Third Party Verification and Two Factor Authentication ('2FA') whilst facilitating transactions in units of mutual fund for/in respect of their customer/Investor.
- 24) The RIA, in order to comply with the directives issued by SEBI (vide circular No. SEBI/HO/IMD-SEC-1/P/OW/2023/00000 16783/1 dated 26 April 2023), undertakes that:
- i) It would enable online SIP cancellation/ Pause feature for SIPs registered on its Electronic Platform.
 - ii) It undertakes to promptly upload / share all the relevant transaction feed / information including the SIP cancellation / pause details to CRAMC/ RTA for updation of records maintained by CRAMC/RTA;
 - iii) In the event of failure to comply with the above requirements, the RIA shall be liable to pay a penalty equivalent to the amount of loss, if any, incurred by the investors or CRAMC.

Place: _____

Date: ____ / ____ / _____

(Signature)