

DSA REGISTRATION SHEET

For Branch use

DSA Name		DSA City	
DSA Cont. No.			

RM Name	
RM Code	

Application Verified by (Back office Executive)	
Signature	

Sharing Ratio	
Business Head / BM/ZH	
Signature	

For HO use

DSA Code	allotted by HO	Ref. No.	allotted by HO
Application Verified by			
Signature			
Received at HO (Date)		Code Allotted (Date)	

Remark :

Other Information

Are you related to any employees of DEALMONEY or its affiliates:
If DMA/DSA/Sub-Broker/Advisor/REFERRER of Mutual Fund/LIC/UTI/Life or General Insurance, please specify with number of years of experience:
If Broker/Sub-Broker of any Stock or Commodity Exchange please specify with number of years of experience:
Whether having sub agents/sub brokers:
Client base: Salaried/HNI/Business/Corporate/Trusts/Societies/NRI

Bank Account Details

Account Type	Savings/Current	Account No.				
Name of Bank						
Branch Address						
City		State :	PIN:			
MICR No.						

I/We hereby apply to become a REFERRER (REFERRER) of DEALMONEY Securities Pvt. Ltd. (DEALMONEY) for distribution/marketing of different products ("Products") of DEALMONEY. If appointed as a REFERRER, I/We agree to abide by the rules and regulations of DEALMONEY that may be in force from time to time. I/We hereby confirm that I and all people engaged in sales and marketing of the Products in my/our organization are competent and capable of the work assigned to me/us. I/We declare that there have been no disciplinary proceedings ever against me/us by SEBI or any other regulatory authority or any stock exchange. I/We declare that the above information is true and fair to the best of my/our knowledge and belief, and I/We further undertake to submit all necessary documentation, papers, proofs, and agreement as required by DEALMONEY now or from time to time. I/We also authorize DEALMONEY to withhold any brokerage/commission/fees/charges due to me/us, if any, till submission of the said documentation, papers, proofs, and agreement to the satisfaction of DEALMONEY Securities Pvt. Ltd.

Date		Place	
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Signature with Stamp

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This Agreement is made on this _____ day of _____ 20____ between

“DEALMONEY Securities Pvt Ltd”, a company incorporated under the Companies Act, 1956, and having its registered office at Plot No356/357, Road No-26,Near Wagle Depot, Wagle Estate,Thane (W) -400604 along with its group companies (hereinafter referred to as “**DEALMONEY**”, which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its affiliates, associates, subsidiaries and holding companies and further includes successors and assigns) of the One Part;

And

The Person hereinafter referred to as the “**Referrer**” whose name and address appears in the Schedule hereunder (which expression shall, unless it be repugnant to the meaning or context thereof, mean and include, where the Referrer is an individual his/ her heirs, executors and administrators, where the Referrer is a partnership firm, the partners or partner for the time being of the said firm, the survivors or survivor of them and the heirs, executors and administrators of the last surviving partner, their or his assigns, where the Referrer is a company, its successors in title) of the Other Part.

WHEREAS:

- A. “DEALMONEY” is inter alia carrying on business of trading and broking in securities, commodity futures and distribution of various financial products; and marketing the Products of “DEALMONEY” at the place/s as mentioned in these presents to potential customers.
- B. “DEALMONEY” is a member of the Bombay Stock Exchange Limited (BSE); and
- C. “DEALMONEY” is a member of the National Stock Exchange of India Limited (NSE); and
- D. “DEALMONEY” is registered with the Securities Exchange Board of India (SEBI); and
- E. “DEALMONEY” is a Participant of Central Depository Securities (India) Limited (CDSL)
- F. “DEALMONEY” wants to appoint Referrers for marketing its activities, services, products and schemes (“Products”) permitted from time to time in respect of securities; and
- G. The Referrer has approached “DEALMONEY” and represented that it has the basic infrastructure and organizational capacity required to fulfill its obligations as a Referrer of “DEALMONEY”.

H. The Referrer has further represented that it is not a member of any stock exchange and/or sub-broker of any member of a stock exchange; and

“DEALMONEY”, on verification of the credentials of the Referrer, wishes to appoint the Referrer for Marketing: “DEALMONEY” may provide relevant and appropriate promotional and advertising support to facilitate the marketing of the Products by the Referrer.

**NOW THIS AGREEMENT WITNESSES
AND THE PARTIES HERETO AGREE
AS FOLLOWS:**

1. “DEALMONEY” hereby appoints the Referrer as its marketing associate to market the Products of “DEALMONEY” within the limits specified as “Territory” in the Schedule hereunder. This appointment is made on a non -exclusive basis and “DEALMONEY” is free to appoint other Referrers of its choice for the said area.
2. This agreement shall be in force from the date of its execution till such time as terminated as per clauses 16 and 17.
3. In consideration of the Referrer carrying out the activities as per this Agreement, “DEALMONEY” shall make payments to the Referrer **As per the terms of payment mentioned in Annexure enclosed** (subject to tax (es) deducted at source including but not limited to Service Tax and Income Tax) on such terms as may be decided by “DEALMONEY” from time to time. It is expressly agreed by the Referrer that the terms of payment may be changed by “DEALMONEY” from time to time without prior notice and the same will be intimated to the Referrer. Payment will be on a monthly basis upon submission of a bill/ invoice for services provided in a month by the 5th day of the subsequent month. “DEALMONEY” shall make payment of such bill by the 15th day of that month subject to verification of details and resolution of disputes or discrepancies, if any.
4. This agreement does not give rise to or imply a broker -sub broker relationship or employer-employee relationship or principal-agency relationship between the referrer and “DEALMONEY”. It is expressly agreed and understood that Referrer is a Principal and act as a service provider. “DEALMONEY” is not responsible for supervising the work of the Referrer. However it is expressly understood that the Referrer shall perform the function of marketing of the Products introduced by “DEALMONEY” strictly in accordance with the terms of this agreement and the norms prescribed by “DEALMONEY” from time to time. It is expressly understood and agreed by the referrer that the terms may be changed or modified by “DEALMONEY” at any time

5. It is agreed between the parties hereto that "DEALMONEY" shall have the sole and exclusive discretion either to accept or reject any of the proposals from the customers referred by the Referrer for availing any of the Products from "DEALMONEY". Such decisions of "DEALMONEY" shall be final and conclusive.
6. "DEALMONEY" may, at its sole option, assist the Referrer to enhance its professional effectiveness, inter alia, May provide ongoing training to the Referrer and its employees in such areas as it may deem necessary including salesmanship and communication. "DEALMONEY" may help the Referrer in designing a telemarketing set up and may extend such other help as "DEALMONEY" may deem necessary for its business.
7. Duties and obligations of the Referrer:
 - (a) The Referrer shall have thorough understanding of the Products of "DEALMONEY" in order to be in a position to explain and highlight the beneficial aspects of the same to potential customers. Referrer shall also have the ability to distinguish the products of "DEALMONEY" for its competitors.
 - (b) The Referrer shall collect all account opening and relevant documents in the name of "DEALMONEY" from customers to whom "DEALMONEY" has either provided services or agreed to provide services and submit the same to respective offices of "DEALMONEY" without any undue delay.
 - (c) It shall be the endeavor and duty of the Referrer to identify genuine customers based on the standards and norms prescribed by "DEALMONEY" from time to time for availing of the Products.

If the Referrer willfully suppresses any information or conducts itself in such a manner to be guilty of inducing "DEALMONEY" to accept any proposal for the ulterior benefit of the Referrer, the Referrer shall be held liable for the loss caused to "DEALMONEY" and it shall be open to "DEALMONEY" to terminate this agreement and claim damages equivalent to the monies paid to the Referrer under this agreement or the value of the actual loss or damage caused, whichever is higher.
 - (d) The Referrer shall not carry out any transactions in cash.
 - (e) The Referrer shall under no circumstances either share in part or in full the commission/fees/charges received, with the prospective customers ,

- (f) The Referrer shall not provide to the prospective customer any incentive either in cash or kind.
 - (g) The Referrer shall not launch any promotion scheme pertaining to the Products of "DEALMONEY" without prior written approval of "DEALMONEY".
 - (h) The Referrer shall take prior written approval for any Advertisement being issued in news papers / magazine or pamphlets / brochures or cable/banners/hoardings, etc or by any other media from "DEALMONEY" Group – Head office. At no point of time Referrer shall indulge in any sort of media publicity / interview without the prior approval / sanction in writing from the "DEALMONEY" Group
 - (i) The Referrer shall not accept any payments from customers of "DEALMONEY" in the firm name of the Referrer or in the name of its employees/associates.
 - (j) The Referrer has full capacity, power and authority to enter into this Agreement. The Referrer has obtained all necessary authorizations, permits, and consents for entering into this Agreement and the arrangement there under. The Referrer states that he is neither certified nor registered as a sub-broker or agent with any other broker for any stock exchange, and shall not be so or do so without the prior written approval or no objection certificate from "DEALMONEY".
 - (k) It shall be the duty of the Referrer to obtain appropriate governmental permissions to carry out the activity in terms of this agreement
 - (l) The Referrer shall not and will not indulge in any activities that may be construed as financial advisory or portfolio advisory to any clients and/or constituents of "DEALMONEY" and if done so, it shall be deemed to be outside the purview of this agreement and the same shall be at cost and risk of the Referrer.
8. While the Referrer should take all effective action and adopt such measures as are necessary to perform its duties, which may at times include collecting payments towards account opening from customers, the Referrer shall use only lawful measures and on no account shall commit violence to the person or the property of anyone.
- "DEALMONEY" shall not be liable for the consequences of any action of the Referrer or anyone acting on its behalf, which in any way violates this clause, for which the Referrer alone shall be liable. All payments collected by the Referrer whether made by cheque or demand draft or pay order, shall be drawn only in the name and favor of "DEALMONEY".

9. The Referrer hereby indemnifies and keeps "DEALMONEY" indemnified against all penalties, claims, demands, costs, charges, expenses and damages that "DEALMONEY" may incur or be put to by reason of entering into this agreement with the Referrer or because of the Referrer violating or infringing any law, regulation, bye law or any condition of this agreement. For this purpose, the term "Referrer" includes anyone acting on its behalf or on its instructions.
10. The Referrer shall not be entitled to transfer or assign all or any part of this agreement and any such transfer or assignment shall not be recognized or ratified by "DEALMONEY" and "DEALMONEY" shall not be liable to deal with such agents or assignees.
11. The Referrer may, in his signage and promotional material, inscribe that it is a Referrer of "DEALMONEY". The Referrer shall not use the name logo or any trade name or trademark/copyright of "DEALMONEY" without prior written consent of "DEALMONEY". In the event of the Referrer being granted consent to use name logo or trade mark of "DEALMONEY" pursuant to this Agreement, the same shall be on a limited basis as permitted by "DEALMONEY" and the Referrer shall not claim any right, title or interest to the same. Upon termination of this Agreement, the Referrer shall immediately cease to use and withdraw any such material carrying the name logo or trade mark of "DEALMONEY" and destroy the same forwarding the evidence thereof to "DEALMONEY" within 5 days of termination of this Agreement.
12. All information obtained by the Referrer during the course of performance of its duties under this agreement, whether expressly furnished to it by "DEALMONEY" or otherwise, relating to "DEALMONEY" customers or regarding its business, shall be treated as strictly confidential and the Referrer shall not divulge it except to its own employees strictly in the course of business. Such employee as well as the Referrer shall be bound by the provisions of this clause during the duration of this agreement and even after its termination not to disclose such information except as may be required by law.
13. The Referrer shall not make any statement/ representation / warranty/ promises or assurances on behalf of "DEALMONEY" to its customers beyond what is contained in the brochures or catalogues setting out the details of the Products as issued by "DEALMONEY".

14. In case "DEALMONEY" suffers any damage, loss or is made to institute/defend any litigation, on account of any violation of any representation or warranties contained in this agreement, the Referrer shall and do hereby indemnify "DEALMONEY", for all the loss suffered or sustained. This indemnity by the Referrer shall survive the termination of this Agreement. "DEALMONEY" may, at its sole discretion, withhold any and all monies payable to the Referrer and adjust the same against any losses/damage incurred by "DEALMONEY". This is without prejudice to the other rights and remedies in law and/or contract of "DEALMONEY" against the Referrer.
15. During the subsistence of this agreement the Referrer shall not engage in business, which competes with or conflicts with the business to be performed by the Referrer under this Agreement.
16. This agreement will be valid for a period 3 years from the date of appointment of the Referrer unless otherwise mutually agreed by the parties.
17. "DEALMONEY" may terminate this agreement forthwith if the Referrer fails to perform its functions, duties and obligations. Notwithstanding the afore said, "DEALMONEY" may also terminate this agreement without assigning any reason for the termination but after giving to the Referrer a notice in writing of at least one month.
18. The Referrer may terminate this agreement by giving to "DEALMONEY" a written notice of at least one month.
19. On the termination of this agreement, the Referrer shall immediately return to "DEALMONEY" all the documents and relevant papers concerning the Products of "DEALMONEY" and all information, agreements, documents and papers lying with the Referrer relating to transactions executed between "DEALMONEY" and customers and give a written confirmation of its having so done.
20. On termination/expiry of this agreement, any application submitted by the Referrer to "DEALMONEY" prior to termination/expiry of this agreement shall be processed by "DEALMONEY" and any payments in connection with such applications will be paid to the Referrer by "DEALMONEY".
21. In the event of termination/expiry of this agreement, "DEALMONEY" may withhold any payments to be made to the Referrer in connection with any application of any customer, such payments being due to the Referrer, till such time as the Referrer deposits all documentation concerning any existing customer(s) and/or potential customer(s) of "DEALMONEY" with "DEALMONEY".

22. No delay in exercising or omission to exercise any right, power or remedy accruing to “DEALMONEY” under this agreement shall impair any such right, power or remedy or shall be construed to be a waiver thereof or any acquiescence in such default, nor shall the action or inaction of “DEALMONEY” in respect of such default or any acquiescence by it in any default, affect or impair any right, power or remedy of “DEALMONEY” in respect of any other default.
23. Except as stated herein above, any modification or amendment to this Agreement or any schedules thereto shall be in writing agreed and accepted by both the Parties.
24. Any notice or request to be given or made in this agreement to “DEALMONEY” or the Referrer shall be in writing and shall be deemed to be given and made when delivered to the party to which it is required to be given or made at such party’s address as shown in this agreement or as subsequently modified by notice to the other party to this agreement. Such notice or request may be made through ordinary post, registered post or courier and shall be deemed to have been delivered on the expiry of 48 hours after the posting or delivery to the courier company, as the case may be.
25. Any and all disputes arising out of or in connection with this agreement or its performance shall be settled by arbitration by a single Arbitrator to be appointed by “DEALMONEY”. The arbitration shall be held, in Mumbai, in accordance with the provisions of the Arbitration and Conciliation Act, 1996. Language of Arbitration shall be English.
26. The Courts in MUMBAI shall, subject to the above, have exclusive jurisdiction.

For and on behalf of _____ (DSA name)

Designation:

Signature _____ [7]

DEALMONEY Securities Pvt. Ltd.

Authorized Signature:

Direct Sales Agent (DSA) – Guidelines

1. Documents Required

1. Referrer Empanelment Application.
2. Supporting documents & agreements.

For Corporate:-

- a.) Memorandum & Article of association (duly certified)
- b.) Board Resolution on letterhead.
- c.) Copy of Address proof.
- d.) Copy of Pan Card (to be verified against original).
- e.) Specimen signature/s (duly verified by existing banker)
- f.) Photograph of Signatory/Authorized person.
- g.) DSA – DEALMONEY Referral Agreement (**Annexure II**)

For Individual:-

- a.) Address proof.
- b.) Copy of Pan Card (to be verified against original).
- c.) Bank Proof
- d.) Photograph of Signatory/Authorised person.
- e.) DSA – DEALMONEY Referral Agreement (**Annexure II**)

* All the Proofs should be with In-person verification.

* All DSA Application should be submit to Branch Back office for verification.

* DSA Documents should be verify and send to HO only by Branch Back office Executive.

3. Segment

- a.) NSE Cash
- b.) NSE F&O
- c.) BSE Cash
- d.) Commodity*
- e.) Currency*
- f.) Mutual Fund / General Insurance/Real Estate/ All other products of DEALMONEY Securities .Pvt. Ltd.

4. Area of Operations

Area of operation of the DSA will be restricted to their respective territory, be that specific city and/or state and if the DSA introduces a client out of their jurisdiction then he will be only paid Introduction fees and there will be no sharing for those clients.

5. Reimbursements

All reimbursement to the DSA will be:-

- a) Against Business Development Bills / Vouchers
 - b) Sub-Broker Registration
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- a) Against BD Bills / Vouchers – in case of less than 200 clients registered and small pay-outs under Rs 20000/- per month, then this route shall be adopted
 - b) Sub-broker Registration – in case of clients more than 200 and monthly pay-outs exceeds Rs 20000, then we need to get the said DSA registered as SB.

Incentive Structure DSA

As per annexure

Note:

1. No Account opening waiver will be entertained

6. Banking / DP

All clients of the DSA can transfer funds to DEALMONEY through the online payment gateways (HDFC, AXIS, and ICICI) or deposit the cheque in DEALMONEY predefined bank account number of HDFC Bank.

7. Billing / Contracts and Ledgers

All Clients of DSA will be provided access to Client level back office through our site and all communications, reports, bills, Contract Notes, ledgers will be sent in digital mode on their respective email ids.

8. Call N Trade

Call N Trade facility for the DSA's clients will be available at HO or at their respective Reporting Regional office.

9. Exposure / Limits

Exposures and Limits are will be provided as per the RMS Policy.

Signature of Applicant _____