

## **I-PIN AGREEMENT BETWEEN SUNDARAM BNP PARIBAS FUND SERVICES LTD AND UNIT HOLDER**

This I-PIN Agreement made on this .....day of ....., 2011 between Sundaram BNP Paribas Fund Services Ltd., having its office at RR Towers – 2, 3<sup>rd</sup> Floor, Thiru-vi-ka Industrial Estate, Guindy Chennai – 600032 (hereinafter referred to as “the Registrar”) and Mr/Ms residing at ..... (hereinafter referred to as “the Unitholder”) (hereinafter referred to as the Agreement) WITNESSETH

### **AND WHEREAS**

The Registrar offers the facility of a Internet Personal Identification Number (hereinafter referred to as “I-PIN”) for the convenience of its unitholders;

### **AND WHEREAS**

The Unitholder has indicated to avail of the I-PIN facility offered by the Registrar, subject to the terms and conditions stated in the application form and has for this purpose, indicated to the Registrar the name of his/ her/ its Bank, Branch account Number;

### **AND WHEREAS**

The Registrar is willing to extend the I-PIN facility to the unitholder on the terms and conditions as set out herein;

Now THEREFORE, in consideration of the mutual understanding as set forth in this Agreement, the parties hereto have agreed to the following terms and conditions:

The I-PIN granted to the Unitholder pursuant to this Agreement shall be communicated to the Unitholder by an email and the user id by a reliable courier /post and entirely at the risk of the Unitholder.

The following shall be the mode of operation of the I-PIN facility:

- a. If the unitholder is a company, an institution/trust or body corporate, the authorized signatories may designate any individual as designated person and his personal details should be submitted to the Registrar
- b. If the mode of payment is the first holder only, I-PIN facility will be made available to the first holder
- c. If the mode of operation is joint, all the unitholders may designate only one of them to operate this facility. In such case, the personal details of the such a person shall be submitted to the registrar
- d. If the Unitholder is a minor, then the Natural Guardian appointed by the Court alone shall be eligible to operate the I-PIN facility. In such a case the personal details of the Guardian shall be submitted to the Registrar

The Unitholder may access the following services through the internet, using the I-PIN facility,

- a. Purchase including switch in/ additional purchase of existing folios
- b. Redemption including switch out
- c. Access to NAV information
- d. Access to balance information
- e. Ability to print Account Statements for the previous and current financial year in a client – independent standard format;
- f. Links to the other Internet/web-sites of the Fund;
- g. Ability to email service requests to the Transfer Agent

The Registrar will take best efforts to keep its web-site updated on a daily basis so as to provide most current information to unitholders. However, the Unitholder agrees that because of communication issues, it is possible that the site may not be current on occasions. The Unitholder also agrees that the look and feel of the Web screen and outputs therefrom may differ based on the nature of the software used by the unitholder to browse the site.

The Registrar agrees to take best efforts to protect security of the data placed on the Internet and has for this purpose, required the web service provider engaged by the Registrar to sign a confidentiality agreement with the Registrar specifying confidentiality of the data and to restrict external access to the database on the Internet.

The Registrar shall ask the Unitholder for his /her/its I-PIN and Folio Number before accepting instructions on behalf of the AMC

The Registrar may, in the interest of the Unitholder, request a fax confirmation on the instructions received and shall not act until the said fax confirmation and additional confirmation is received from the Unitholder.

The Unitholder shall be responsible for safekeeping of the PIN and shall not disclose his / her /its I-PIN to any person and shall take all possible care to prevent discovery of the PIN by any person. The Unitholder shall not use his/her/its PIN after the disclosure of the same to any third party.

In the event of accidental disclosure of the PIN to any third party or if the unitholder forgets his password, the Registrar may at the request of the unitholder and at its absolute discretion issue to the Unitholder a new I-PIN on these terms and conditions or under such terms and conditions, as the Registrar may deem fit.

The Unitholder shall be fully liable to the Registrar for every transaction entered into using the I-PIN facility, whether with or without the knowledge of the Unitholder.

The Unitholder hereby releases the Registrar from any liability, whatsoever against misuse of the I-PIN. Further, the Registrar shall not be liable at all for any misuse if any, of any data placed on the Internet, by third parties "hacking" or unauthorisedly accessing the server.

The Unitholder shall at all times indemnify the Registrar, its officers, employees, successors and assigns from and against all actions, proceedings, claims and demands whatsoever for or on account of or in relation to any unauthorized use of the I-PIN and from and against all damages, costs, charges and expenses in respect thereof, unless the same is caused by gross negligence, bad faith or wilful default on the part of the Registrar.

The Unitholder acknowledges and agrees that Sundaram BNP Paribas Registrars or the Service providers does not guarantee or warrant that Unitholder will not experience any downtime or disruptions in its use of the Service. In the event of such downtime or disruption, the Registrar or its service providers shall use commercially reasonable efforts to reinstate accessibility and operability. The Registrar or its service providers may restrict, suspend, or terminate investor's access to and use of the Service at any time, without notice or liability. The Unitholder agrees that its right to use the Service is non-exclusive, revocable, non-transferable, and non-sublicense able.

The Unitholder agrees to be bound by any terms of use, disclosures, or disclaimer as displayed by the Registrar and its service providers and any that unitholder may affirmatively click through to accept. The Investor's use of the Services shall be subject to the terms and conditions of any applicable agreements between **Registrar, Service Providers and the AMC/Fund and /or investor.**

Unitholder shall not: (A) access or use the Service for any purpose inconsistent with the substance and terms of this Agreement; (B) introduce into the Service any code, virus or mechanism that would impair the Service or

AMC's /Fund system, computers or software; (C) use the Service to gain unauthorized access to any system or database; (D) sublicense or otherwise transfer or make available Investor's access to the Service to any third party that is not an Authorized person; (E) disclose to any third party non-public information relating to the content or operations of the Service, which information is confidential and proprietary to the Registrar ; or (F) remove or obscure any of the Registrars or any Service Provider's trademarks, service marks, or markings of copyright or patent rights contained in the Service.

In the case of any disputes, the matter will be referred to arbitration at the first instance and settled through arbitration proceedings as per the rules of the Indian Arbitration and Conciliation Act, 1996. The Place of Arbitration will be at Chennai.

The Courts in Chennai shall have jurisdiction over all disputes arising out of or in respect of this Agreement.

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

First Holder's details :

1. Name :
2. Email ID :
3. Date of Birth :
4. PAN no:
5. Folio No / nos :

**Signed by**

**First Holder**

**Second Holder**

**Third Holder**

**Signed on behalf of Fund**