

## Enrolment Request - Online Services

dd-mon-yyyy

M/s Sundaram BNP Paribas Fund Services.  
No. 23 Cathedral Garden Road,  
Nungambakkam,  
Chennai 600 034

Dear Sir/ Madam

Sub: Online Services

Dear Sirs, We understand that, you are offering online services to the distributors, through your portal. We confirm that we have read understood and agree to abide by the Terms of use of the said services. We request you to allot a Distributor Personal Identification Number (D-PIN) and enroll us for the online services.

We wish to register the following email ID for the online services.

REGISTERED Email ID:

We have enclosed the following documents for verification and enrollment.

1. Copy of ARN Card

We transact under broker code(s): a) \_\_\_\_\_ b) \_\_\_\_\_

Our Contact details are as follows:

- 1) Contact Person : \_\_\_\_\_
- 2) Phone Number : \_\_\_\_\_

Yours sincerely,

Signature of the ARN holder

ARN code:

Encl: a/a

## **D-PIN AGREEMENT BETWEEN SUNDARAM BNP PARIBAS FUND SERVICES LTD and Distributor**

This D-PIN Agreement (Hereinafter referred to as the Agreement) made on this .....day of ....., 2017 between Sundaram BNP Paribas Fund Services Ltd., having its Corporate office at No. 23 Cathedral Garden Road, Nungambakkam, Chennai 600 034 (hereinafter referred to as "the Registrar") and , incorporated under the Companies Act and carrying on business under the Indian Companies Act, 1956 having its registered office at \_\_\_\_\_ (Hereinafter referred to as "the Distributor") WITNESSETH

### **AND WHEREAS**

The Registrar offers the facility of a Distributor Personal Identification Number (hereinafter referred to as "D-PIN") for the convenience of the Distributor in providing services through internet;

### **AND WHEREAS**

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

### **AND WHEREAS**

The Registrar is willing to extend the D-PIN facility to the distributor 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:

1. The D-PIN granted to the Distributor pursuant to this Agreement shall be communicated to the Distributor by an email.
2. The following shall be the mode of operation of the D-PIN facility:
  - a. If the Distributor 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 holding is an individual only, D-PIN facility will be made available to the individual Distributor.
3. The Distributor may have access to the following services through the internet, using the D-PIN facility,
  - a. request for reports through a mail back service
  - b. Post queries
  - c. Access to NAV information
  - d. Down load any standard reports made available by the Registrar
  - e. Any other additions / enhancements in the portal provided by the Registrar in future or from time to time.
4. The Registrar will take best efforts to keep its web-site updated on a daily basis so as to provide most current information to Distributor. However, the Distributor agrees that because of communication issues, it is possible that the site may not be current on occasions.
5. 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.

6. The Registrar shall ask the Distributor for his /her/its D-PIN before accepting instructions on behalf of the AMC.

7. The Distributor shall be responsible for safekeeping of the PIN and shall not disclose his / her /its DPIN to any person other than its authorised personnel and shall take all possible care to prevent discovery of the PIN by any person. The Distributor shall not use his/her/its PIN after the disclosure of the same to any third party other than its authorised personnel.

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

9. The Distributor hereby releases the Registrar from any liability, whatsoever against misuse of the DPIN. 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 unauthorized accessing the server.

10. The Distributor 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 D-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 willful default on the part of the Registrar.

11. The Distributor acknowledges and agrees that Registrar or the Service providers does not guarantee or warrant that Distributor 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 Distributor's access to and use of the service at any time, without notice or liability.

12. The Distributor agrees that its right to use the Service is non-exclusive, revocable, non-transferable and non-sub-licenseable.

13. The Distributor agrees to be bound by any terms of use, disclosures, or disclaimer as displayed by the Registrar and its service providers and any that Distributor may affirmatively click through to accept. The Distributor'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.

14. Distributor 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.

15. The Registrar shall indemnify and hold harmless the Distributor against any direct losses, costs or claims which it might incur/suffer as a result of the services provided by the Registrar through the internet, using the D-PIN facility.

16. 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.

17. 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.

**ARN No.**

**Signed by Distributor**

**Signed on behalf of Registrar**