



SUNDARAM BNP PARIBAS
MUTUAL
UNEARTHING OPPORTUNITIES

Your key to use Invest Online facility at www.sundarambnpparibas.in



Sundaram BNP Paribas Mutual Fund PIN Agreement

Toll Free: 1800-425-1000 (in India)
SMS: SFUND to 56767

www.sundarambnpparibas.in
E-mail: service@sundarambnpparibas.in

As a one-time exercise, please fill this form and call Toll Free Number 1800 425 1000 to enable our service team pick up the form

A Personal Identification Number – PIN – is a must for effective and speedy transacting online in a mutual fund’s products. Do you have one? If you wish to receive a PIN, you can read the PIN agreement attached to this communication and sign at the designated place. On receipt of the same, a PIN will be sent to you at the postal address noted in our records. The PIN will help an investor use the Invest Online facility at www.sundarambnpparibas.in to buy, sell and switch units, to name a few services. The PIN is a vital requirement to do online investment transactions in a safe, secure and convenient way.

We also offer the facility of sending account statements by email. In case you wish to do so, please furnish your Email ID and sign at the appropriate place in the attached document.

We do encourage you to use a PIN to execute your transactions online and sign up for sending the account statements by email as by increasing the share of paperless transactions in the economy you will be making a vital contribution to a cleaner and healthier environment.

Investor Information															Agreement Date							
Name																						
Folio No					/										Mobile Number				Date			
E-Mail Address																						
															D	D	M	M	Y	Y	Y	Y

Agreement for Personal Identification Number – PIN

For detailed PIN Agreement, visit: www.sundarambnpparibas.in

This Agreement between Sundaram BNP Paribas Mutual Fund having its office at 46 Whites Road, II Floor, Chennai - 600014 (hereinafter referred to as “the Fund”) and the investor (whose details are available in this agreement form hereinafter referred to as “the unit holder”) (hereinafter referred to as the Agreement). The date of this agreement is indicated in the panel on Investor Information in this form.
WITNESSTH:

WHEREAS: The Fund and the Unit holder have entered into a Unit Purchase Agreement, whereby the Unit holder has agreed to purchase units in the Fund;

AND WHEREAS: The Fund, through Computer Age Management Services Private Limited., acting as its Registrar and Transfer Agent (hereinafter referred to as “Registrar”) offers the facility of a Personal Identification Number (hereinafter referred to as “PIN”) for convenience of unit holders

AND WHEREAS: The unit holder has indicated to the Fund that he/she/it wishes to avail of the PIN facility offered by the Fund, subject to the terms and conditions stated in the application form and has for this purpose, indicated to Fund the name of his/her/its Bank and Branch Account Number;

AND WHEREAS: The Fund is willing to extend the PIN facility to the Unit holder 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 PIN granted to the Unit holder pursuant to this Agreement shall be communicated to the Unit holder by a reliable courier and entirely at the risk of the Unit holder.

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

- a If the unit holder is a company, an institution/ trust or body corporate, the authorised 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, PIN facility will be made available to the first holder
- c If the mode of operation is joint, all the unit holders 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 Unit holder is a minor, then the Natural Guardian or the Guardian appointed by the Court alone shall be eligible to operate the PIN facility. In such a case the personal details of the Guardian shall be submitted to the Registrar.

The Unit holder may access the following services through the Internet, using the PIN facility: (a) purchase including switch in (b) redemption including switchout (c) Access to NAV Information (d) Access to balance Information (e) Ability to print Account Statements 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 Fund will take best efforts to keep the Fund’s web-site updated on a daily basis so as to provide most current information to unit holders. However, the Unit holder agrees that because of communications issues, it is possible that the site may not be current on occasions. The Unit holder 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 Unit holder to browse the site. The Fund 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 Unit holder for his / her / its PIN and Folio Number before accepting instructions on behalf of Fund.

The Registrar may, in the interest of the Unit holder, request a fax confirmation on the instructions received and shall not act until the said fax confirmation and additional confirmation is received from the Unit holder. The Unit holder shall be responsible for safekeeping of the PIN and shall not disclose his / her / its PIN to any person and shall take all possible care to prevent discovery of the PIN by any person. The Unit holder 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 unit holder forgets his password, the Fund may at the request of the unit holder and at its absolute discretion issue to the Unit holder a new PIN on these terms and conditions or under such terms and conditions, as the Fund may deem fit. The Unit holder shall be fully liable to the Fund for every transaction entered into using the PIN facility, whether with or without the knowledge of the Unit holder. The Unit holder hereby releases the Fund and the Registrar from any liability whatsoever against misuse of the PIN. Further, neither the Fund nor the Registrar shall 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 Unit holder shall at all times indemnify the Fund, 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 unauthorised use of the 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 Fund.

The Unit holder acknowledges and agrees that Sundaram BNP Paribas Investment Manager/Fund and or its Registrars or the Service Providers does not guarantee or warrant that Unit holder will not experience any downtime or disruptions in its use of the Service. In the event of any such downtime or disruption, the Investment Manager/Fund or its Registrar or its service providers shall use commercially reasonable efforts to reinstate accessibility and operability. Investment Manager/Fund or its 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 Unit holder agrees that its right to use the Service is non-exclusive, revocable, non-transferable, and non-sublicense able.

The Unit holder agrees to be bound by any terms of use, disclosures, or disclaimers displayed by the Investment Manager/Fund/ Registrar and its service providers and any that Unit holder 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 Investment Manager/Fund and/or investor.

Unit holder 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 Investment Manager’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 operation of the Service, which information is confidential and proprietary to the Investment Manager/Fund; or (F) remove or obscure any of Investment Manager’s/Fund or 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.

Signature			Signed for and on behalf of Fund
First Applicant	Second applicant	Third Applicant	

1. Introduction

- 1.1 This Agreement dated.....sets out terms and conditions relating to the use of the Personal Identification Number (PIN) facility offered by the Sundaram BNP Paribas Mutual Fund, a Mutual Fund Registered with the Securities and Exchange Board of India and having its Registered Office at 46, Whites Road, Chennai, 600014 (hereafter referred as the "Fund") represented herein through the Investment Manager to the Fund, Sundaram BNP Paribas Asset Management Company Limited and having its Registered office at, 46, Whites Road, Chennai 600014, to the Unit Holder (hereinafter referred to as "Unit Holder"/"User") in respect of the investments of the Unit Holder for carrying out certain transactions / give instructions/accessing information electronically with respect to the Unit Holder's folio.
- 1.2 By applying for and availing PIN, the user acknowledges that he/she/it has read, understood and agrees to be legally bound by these terms and conditions as applicable.
- 1.3 The User agrees that its/his/her consent to these terms will be binding on all the other Joint Holders/the persons who have authorised him/her/it to make the investments (including the successors/assigns/executors/administrators of such persons) in the Units of the Schemes of Sundaram BNP Paribas Mutual Fund.

2. Definition

- 2.1 In this Agreement except as otherwise expressly provided or unless the context otherwise requires: the following will be the meaning assigned to them herein below:
 - AMC/Investment Manager means Sundaram BNP Paribas Asset Management Company Limited, having its Registered Office at 46, Whites Road, Chennai, 600014..
 - Investor or Unit Holder refers to any person/entity who has an existing folio on the date of the acceptance of the PIN Agreement by the Fund/Investment Manager.
 - PIN means Sundaram BNP Paribas Mutual Fund Personal Identification Number provided by the Investment Manager in the form of password/confidential information by way of Unique identification to the User concerning the User's ID to access Sundaram BNP Paribas Online and avail the services applicable under the PIN Facility, pursuant to a valid agreement submitted by the Unit Holder and accepted by Sundaram BNP Paribas Mutual Fund.
 - PIN Facility/Services is a service/facility provided by the Investment Manager on a non transferable basis, for granting electronic access to Folio/folio information, purchase/subscription, redemption, switch and other services concerning the investment of the Unit Holder in the manner as notified from time to time by the Investment Manager, Registrar means the entity appointed by the Fund to provide Investor Services to the Unit Holder.
 - Fund means Sundaram BNP Paribas Mutual Fund, having its Registered office at 46, Whites Road, Chennai, 600014.
 - Sundaram BNP Paribas Mutual Fund Online means the internet based electronic transaction enabling facility offered to Users under this Agreement.
 - Trustee means the Sundaram BNP Paribas Trustee Company Private Limited and includes the Director of the Trustee Company.

- User means a Unit Holder who has expressed a desire in writing to avail the PIN facility by signing a request for this purpose which has been accepted by the Investment Manager and pursuant to which the Investment Manager has agreed to provide the PIN facility and includes the person authorised by the Unit Holder in this behalf.

- 2.2 The terms defined in the Agreement include the singular as well as the plural and pronouns having a masculine or feminine gender shall be deemed to be all inclusive.

3. Conditions of Use

- 3.1 The Fund may offer the services under this Agreement directly or through other service providers for the convenience of its unit Holders, and at present, the services are offered through Computer Age Management Services Pvt. Ltd. acting as its Registrar and Transfer Agent (hereinafter referred to as "Registrar").
- 3.2 The Unit Holder may access the following services through the Internet, using the PIN facility, as and when provided by the Fund in the phased manner:
 - a) Access to NAV Information;
 - b) Access to balance Information;
 - c) Ability to print Account Statements in a client-independent standard format;
 - d) Links to the other Internet / web-sites of the Fund;
 - e) Ability to email service requests to the Transfer Agent
- 3.3 In addition to the information and services mentioned above, the Unit Holder may also, as and when such facility is made available by the Fund, use, as per the conditions governing such use, the PIN in order to give transaction instructions to the Fund through the Internet, by email regarding purchase or redemption of units or change of address.
- 3.4 The Unit Holder agrees that the PIN services will not be available once he/she/it ceases to hold any Units in any of the Schemes of Sundaram BNP Paribas Mutual Fund or commits, in the opinion of the Investment Manager, a breach of any of the terms of this Agreement but the same will not affect in any manner the obligations created prior to the date of such cessation.
- 3.5 The User Agrees that the Investment Manager is entitled to determine the range of services and the categories of investors who will be eligible to avail them under the PIN Services and the PIN facility will be available only for such categories of investors/such services.
- 3.6 It is agreed that the services provided /transactions carried out under PIN shall be consistent with and subject to the terms of the Statement of Additional Information of Sundaram BNP Mutual Fund, Regulations, Circulars & Guidelines of SEBI, Reserve Bank of India or any other regulatory authority and the respective Scheme Information Document, as applicable.
- 3.7 The Unit Holder agrees to provide such proof or information/documents concerning his identity/ Folio/PIN details before accepting instructions on behalf of Fund and to sign any other document as may be required under any law / Regulations / Rules relating to use of PIN or under Know Your Customer Norms from time to time.
- 3.8 The User agrees that the Users shall be responsible for compliance with all applicable laws/regulations/byelaws in all matters concerning the use of PIN facilities.

- 3.9 Unit Holders agree that pursuant to it/ his/her subscribing to Sundaram BNP Paribas Mutual Fund Online PIN facility by signing the application form to invest in any scheme of Sundaram BNP Paribas Mutual Fund, the Investment Manager shall automatically dispatch at the risk of the Unit Holder, the PIN by a reliable courier service or any other reliable mode. The Unit Holder agrees to preserve all the confidential information obtained from/through the Investment Manager for the effective and proper utilization of PIN facility (including the User ID/PIN or other Identity related confidential information) carefully in a secure manner and take all possible care to prevent discovery of/access to PIN information. In case of loss and/or theft or disclosure of the same to any person, the Unit Holder shall not use his / her / its PIN and immediately inform the Investment Manager in writing about the same and the intimation will not effectual until the expiry of two working days from the receipt of such intimation and the Fund may, at its absolute discretion issue to the Unit Holder a new PIN on these terms and conditions or under such terms and conditions, as the Fund may deem fit.
- 3.10 It is agreed that all communications such as User ID//PIN, to name a few, related to PIN will be sent by the Investment Manager to the address given by the User in writing to the Investment Manager through a reliable courier or any other reliable mode at its discretion, at the risk of the User and the Investment Manager will not be liable for any delay or loss or for improper/incorrect delivery in this connection.
- 3.11 The User agrees to observe the terms and conditions set out from time to time for availing the PIN services(including having Internet banking facility with specified banks, system/connectivity requirements, submission of documents, transaction limits, confirmation requests, proof for Identification/authentication, security precautions, mode of secure communication, to name a few.
- 3.12 The User agrees to be bound by any terms of use, disclosures, or disclaimers displayed by the Investment Manager/Fund/ Registrar and its service providers and any that investor 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 Investment Manager/Fund and/or investor,
- 3.13 The User agrees that he/she/it will not: (A) access or use the Service for any purpose inconsistent with the substance and terms of this Agreement; (B) introduce into any of the Systems, devices, medium, communication Network, hardware/software of the Investment Manager/Registrar/ any other service provider used for the purpose of providing the services/facilities under this Agreement, any code, virus, or mechanism that would impair in any manner the services provided or Investment Manager's/Fund system, computers or software; (C) use the Service to gain unauthorized access/escalation of access rights 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 Authorized by the Investment Manager/Registrar/Fund (E) disclose to any third party non-public information relating to the content or operation of the Service, which information is confidential and proprietary to the Investment Manager/Fund; or (F) remove or obscure any of Investment Manager's/Fund or Registrars or any Service Provider's trademarks, service marks, or markings of copyright or patent rights contained in the Service
- 3.14 The User agrees that whenever a new PIN is allotted by the Investment Manager, all the previous PIN will be automatically cancelled.
- 3.15 The User agrees that that the Investment Manager, wherever considered necessary, is entitled, with a view to protect the interest of the User, to request, prior to processing the transactions, a fax confirmation or confirmation in any other suitable form signed by the User or any other necessary documents.
- 3.16 The User agrees and understands that the Fund will take best efforts to keep the Fund's web-site updated on a daily basis so as to provide most current information to Unit Holders. However, the Unit Holder agrees that because of communications issues, it is possible that the site may not be current on occasions. The Unit Holder 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 Unit Holder to browse the site.
- 3.17 The Investor acknowledges and agrees that Sundaram BNP Paribas Mutual Fund/Investment Manager and/or its Registrars or the Service Providers do not guarantee or warrant that investor will not experience any downtime or disruptions in its use of the Service. In the event of any such downtime or disruption, the Investment Manager/Fund or its Registrar or its service providers shall use commercially reasonable efforts to reinstate accessibility and operability. Investment Manager/Fund or its 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 Investor agrees that its right to use the Service is non-exclusive, revocable, non-transferable, and non-sublicensable.
- 3.18 The User agrees that the Investment Manager is not bound to verify the authenticity of any electronically transmitted confirmations, so long as they are purporting to have been sent by the User and the Investment Manager is entitled to act thereupon so long as they appear to have been properly given.
- 3.19 The User is aware that since transactions concerning the User's Investments through PIN Facility can be carried out by use of the PIN allotted by the Investment Manager, all such transactions using such PIN will be legally binding on the User. The audit trails of the transactions conducted through the log-in by using the allotted PIN will be taken as conclusive proof in this regard and such trails will be kept for a period of three years from the date of the transaction.
- 3.20 The User can opt to discontinue the PIN facility by a valid request in writing by the Unit Holder /the authorised signatory and all such requests will be effective after three workingDays from the receipt of such requests but the same will not affect in any manner the obligations created prior such effective date.
- 3.21 It is agreed that in the case of Users who are Non Individuals, the Investor can indicate/authorise in writing the authorised signatories for the purposes of entering into transactions on behalf of such User under PIN and any change in authorizations can be done only through an intimation in writing signed by the User and will take effect only after Three working Days from the receipt of such written intimation correct and complete in all respects, by the Investment Manager.
- 3.22 The User understand and acknowledge that while the Investment Manager shall endeavour to provide security to prevent any improper/unauthorized access/transaction processing, there cannot be any assurance that there will be no risks from the use of the

PIN facility of Sundaram BNP Paribas Mutual Fund Online. Such risks would include risks such as improper /illegal use of PIN, alterations/errors/frauds/ hacking related to electronic/internet communications, malicious or corrupting codes, delayed / interrupted processing due to maintenance / shutdown / downtime / power outages.

- 3.23 The Unit Holder agrees that the Investment Manager shall be entitled, in the general interest of Unit Holders, to modify its applications, network/communications systems, software, hardware and operating systems from time to time and that it shall be the obligation of the Unit Holder to use such systems or modify his/her/its systems or download/use related applications as per the conditions governing the use of such applications / systems accordingly so as to be compatible with the software / hardware Systems / applications/network used by the Investment Manager from time to time.
- 3.24 The User undertakes to check and verify the accuracy of the information provided through PIN facility and to inform the Investment Manager of any error for correction by the Investment Manager, promptly and as soon as possible and in any case not later than 15 Days from the receipt of the Transaction Statement.
- 3.25 The User undertakes to promptly inform the Investment Manager about unauthorized access to/incorrect processing of transactions in the User's Account, or disclosure of the PIN or other confidential information.
- 3.26 The Fund through its Investment Manager - Sundaram BNPP Asset Management Limited - reserves the right to change these terms and conditions at any time, without individual notice but after notifying the changes by posting the details of such changes in the Website of the Fund and it is agreed that this Agreement will be considered to have been amended accordingly to such extent and in the manner and from such date as indicated in the notification.
- 3.27 The User agrees that the Investment Manager has the right from time to time to notify / modify the list of Banks through whom transactions using PIN facility can be carried out and allotment of Units though such Transactions will be subject to receipt of the Subscription by the respective Scheme.
- 3.28 The facilities/services under this Agreement are offered to those who are allowed to transact with reference to the investments under a Folio and the facilities/services are offered and made available consistent with the mandate concerning the mode of operation of the Accounts under that Folio. Accordingly, the facilities/services under this Agreement are offered, in the case of Single Holdings to the Sole Holder, in the case of Joint Holdings to the First Holder, in the case of Minors to the Guardian on behalf of the minor (till the minor attains the age of majority), and in the case of Investors who are Non Individuals (like Corporate Bodies, Societies, Trusts, other Institutions etc) to the Authorised signatories, duly authorized from time to time by the Non Individual Investors.
- 3.29 It is Agreed that the Investment Manager/Trustee shall be entitled to send electronically all communications (including Account Statements/Financial /Performance Reports) through email to the Investors who have availed the PIN facility and the Investment Manager will not be liable in case of incorrect email ID provided by the User.
- 3.30 It is agreed that the User will use the PIN Facility solely for using it with respect to his/her/its investments in accordance with the conditions set out in this regard and as per the Guidelines of the Investment Manager concerning the safe and secure use of identification, and accessing/transacting through PIN facility as permitted by the Investment Manager and not for any unlawful purposes.

- 3.31 The Investment Manager reserves the right to engage any service provider such as Registrar for the purposes of making available the services contemplated under this Agreement and the Unit Holder agrees to furnish the information / documents / proof etc to these Service Providers on behalf of the Fund.
- 3.32 The Unit Holder agrees that the personal information concerning his/her/its investments in the Schemes may be communicated to regulatory/statutory Agencies/authorities /Courts as may be required under any law or to third parties such as Registrar/ the web service provider engaged by the Registrar after entering into a confidentiality agreement with the Registrar/web service provider or other third parties specifying their obligation to maintain strict confidentiality of the data and to restrict external access to the database on the Internet.
- 3.33 The User acknowledges the IPR /Service Marks/Copyrights in the software/systems used by him/her/it and he/she/it will not attempt to alter or reverse engineer or try to create any derivative product in relation to the software underlying Sundaram BNP Paribas Mutual Fund Online or do anything that could constitute any violation of such IPR/Service Mark/ copyrights.
- 3.34 Unit Holder agrees that while there will not be any fee for the PIN Facilities offered hereby, he/she/it shall be liable to pay the applicable charges which the Investment Manager in its absolute discretion may levy with respect to the services/facilities offered herein.

4. Limitation of Liability

- 4.1 The Unit Holder agrees and acknowledges that Sundaram BNP Paribas Mutual Fund / Sundaram BNP Paribas Asset Management shall in no circumstance be held responsible or liable if he incurs any loss as a result of information being disclosed by Sundaram BNP Paribas Mutual Fund / Sundaram BNP Paribas Asset Management regarding his accounts and the Unit Holder fully indemnifies and holds harmless and keep indemnified always Sundaram BNP Paribas Mutual Fund / Sundaram BNP Paribas Investment Manager and its affiliates in that behalf.
- 4.2 The Unit Holder agrees that while Sundaram BNP Paribas Mutual Fund will take all best efforts to safeguard the security of the information entering into the communication/ network, and understands that there is no assurance that use of the PIN Facility will be a secure method of transmitting information, and that the risk of any modification/access to or loss/interception of information by any third party will be borne by the Unit Holder/s and that Sundaram BNP Paribas Mutual Fund/ Sundaram BNP Paribas Asset Management shall not be liable for the same.
- 4.3 The Unit Holder Agrees that neither the Fund nor the Investment Manager, nor the Trustee nor its directors, employees, agents, successors and assigns shall be liable for any loss or for any damages whatsoever (whether such damages are direct, indirect, incidental, consequential) or compensation arising whether directly or indirectly out of or in connection with the use of the said PIN services or its non-use including non-availability or failure of performance or reduction in the Quality of services, loss or corruption of data, cessation of operations, loss of or damage to property (including reputation and profit), computer failure or malfunctioning, or interruption of business; error, omission, incompleteness, interruption, defect, delay in processing or

failure in transmission, communication lines/network applications or for any other failure generally or to provide any facility caused by any factor that is beyond the control of the Fund, the Investment Manager or the Trustee or their employees/Directors, Service providers and Agents, unless the loss or damages are proved to have been caused by gross negligence, bad faith or wilful default on the part of the Fund/Investment Manager or the Employees / Directors / Officers / Agents of the Fund/Investment Manager.

- 4.4 The User acknowledges that the Trustee/Investment Manager shall in no circumstances be held liable to the Investor if the facilities Sundaram BNP Paribas Mutual Fund Online are not available or the quality of such services is degraded on account of factors such as including but not limited to, Acts of God, natural calamity such as floods, fire, earthquakes. Bandhs, acts of terrorism/ vandalism, legal restraints, glitches/ failures in telecommunication network, or network failure, software or hardware error, major breakdown in communication lines /power outages or any other factor beyond the control of the Investment Manager.
- 4.5 The User understands and acknowledges that the services under this Agreement are provided under best efforts basis and the Investment Manager, Trustees, Directors/, employees/ Agents Service providers of the Investment Manager/Trustee fully disclaim any liability, on account of, whether direct or indirect, whether arising out of loss of profit or otherwise, any failure or inability or delay of the Investment Manager/Trustee/Fund to honour any Investor instruction for whatsoever reason and that the Investment Manager/Trustee/Fund shall not be responsible for any disruption or non-availability of any of the services/facility attributable to any failure of the service provider or in telecommunication network/technology and any error/malfunctioning in any software or hardware systems which are beyond the control of the Investment ManagerV/Trustee/Fund.

5. Indemnification:

- 5.1 The Unit Holder agrees and undertakes to fully indemnify and hold harmless and always keep indemnified the Investment Manager, Trustee, Directors/employees/Agents of the Investment Manager/Trustee on account of any losses, costs, damages caused by reason of the Investment Manager acting in good faith upon the instructions received by the Investment Manager from the User under the PIN facility or fraud/error in such instructions or breach of the terms/conditions or error/negligence, want of due care governing the use/availment of the PIN facility, disclosure of any confidential information, not protecting the security / confidentiality of PIN on the part of the User.

6. Resolution of Disputes

- 6.1 The User agrees that in case of a dispute concerning any matter covered by this Agreement, the matter will be resolved through arbitration under the Arbitration and Conciliation Act, 1996. and the Chairman of the Board of Directors of Investment Manager, failing him, the Chairman of the Board of Directors of the Trustee Company or any other person nominated by him will be the sole arbitrator and that the place of arbitration will be Chennai and the arbitration proceedings will be conducted in English.

7. Applicable Laws

- 7.1 It is Agreed and understood between the Parties that the terms and conditions of this Agreement as well as the provision of the services/facilities will be governed by the laws of India and that the Courts in Chennai will have the exclusive jurisdiction concerning any matter or matters thereunder.
- 7.2 It is Agreed that all the transactions under PIN shall be consistent with and subject to the terms of Statement of Additional Information, Regulations/Circulars/Guidelines of SEBI/Reserve Bank of India or any other regulatory authority and the respective Scheme Information Document as applicable and the specific conditions applicable to the various categories of legal entities, such as Guardians acting on behalf of minors, Agents under a power of Attorney, First Holders in the case of Joint Holders, Non Residents, and authorised signatories in the case of Non Individual Unit Holders.

8. Communication

All intimations/request/ communications concerning PIN facility shall be sent only to the addresses notified in this regard from time to time by the Investment Manager and using the mode specified by the Investment Manager. Currently they are:

- By Post /Courier
- By EmMail
- By Fax

The Investment Manager will send all communication to the address/email as registered with the Investment Manager.

9. Substitution

This agreement cancels all previous agreements, if any, relating to the provision of facilities/services covered by 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.

Name																								
Folio No											/						Mobile Number							
E-Mail Address																								
Signature															Signed for and on behalf of Fund									
First Applicant							Second applicant							Third Applicant										