

(To be stamped as an agreement - stamp duty payable by investor as applicable at place of execution)  
**SBIMF PIN AGREEMENT BETWEEN FUND AND UNIT HOLDER**

This Agreement made on this..... day of ....., 20 ..... between **SBI Funds Management Pvt. Ltd.**

having its offices at 191, Maker Tower 'E', Cuffe Parade, Mumbai 400 005(hereinafter referred to as "the Fund")

and.....

residing at.....

.....  
(Hereinafter referred to as "the Unit Holder")  
(Hereinafter referred to as the Agreement) WITNESSETH :

**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 Pvt. Ltd. acting as its Registrar and Transfer Agent (hereinafter referred to as "Registrar") offers the facility of a SBIMF Personal Identification Number (hereinafter referred to as "SBIMF PIN") for the convenience of its Unit Holders:

**AND WHEREAS**

The Unit Holder has indicated to the Fund that he/she wishes to avail of the PIN facility offered by the Fund and has for this purpose, indicated to Fund the name of his/her Bank, Branch Account Number:

**AND WHEREAS**

The Fund is willing to extend the SBIMF 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:

1. The SBIMF PIN granted to the Unit Holder pursuant to this Agreement shall be communicated to the Unit Holder by post and entirely at the risk of the Unit Holder.
2. The Unit Holder may use the SBIMF PIN facility in order to give telephonic instructions to the Fund regarding redemption/ switch of units as and when provided by the Fund.
3. The Unit Holder may also access the following services through the Internet, using the PIN facility, as and when provided by the Fund in a phased manner:
  - Access to balance information
  - Ability to print Account Statements in a client-independent standard format
  - Ability to email service requests to the Transfer Agent
4. 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 the SBIMF PIN in order to give transaction instructions to the Fund through the Internet, by email regarding purchase (provided there is payment gate way arrangement) or redemption of units or change of address. The telephonic instructions and information, services accessed and transaction instructions given through the Internet are hereinafter jointly referred to as "the Instructions".
5. 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 communication issues, it is possible that the site may not be current on occasion. 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.
6. 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.
7. The Registrar shall ask the Unit Holder for his/her SBIMF PIN and Folio Number before accepting Instructions on behalf of Fund.

.....  
(Signature of Unit Holder)

8. The Registrar may, in the interest of the Unit Holder, request a fax confirmation of the Instructions and any additional information the Fund may require. The Fund shall not be bound to act on Instructions received until the said fax confirmation and additional information is received from the Unit Holder.
9. The Unit Holder shall be responsible for safekeeping of the SBIMF PIN and shall not disclose his/her SBIMF PIN to any person and shall take all possible care to prevent discovery of the SBIMF PIN by any person. The Unit Holder shall not use his/her PIN after the disclosure of the same to any third party.
10. The Unit Holder shall be fully liable to the Fund for every transaction entered into using the SBIMF PIN facility, whether with or without the knowledge of the Unit Holder.
11. The Unit Holder hereby releases the Fund and the Registrar from any liability whatsoever against misuse of the SBIMF 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 unauthorizedly accessing the server.
12. In the event of disclosure of the SBIMF PIN to any third party, the Fund may at its absolute discretion issue to the Unit Holder a new SBI MF PIN on these terms and conditions or under such terms and conditions as the Fund may deem fit.
13. 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 use of the SBIMF 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 Fund.
14. The Courts in Mumbai 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.

**Folio No.:**

**Signed by**

.....  
**Unit Holder**

.....  
**Signed for and on behalf of Fund**

### APPLICATION FORM FOR TRANSACTION OVER THE INTERNET / TELEPHONE

I, being the unit holder of SBIFMPL\* do hereby apply for the facility to effect transactions over the internet and / or the telephone with respect to my folio with you. I have read and understood the terms and conditions applicable to this facility and confirm that I shall be bound by them. I have no objection to SBIFMPL or CAMS\*\* checking my identity before effecting any transaction over the telephone or internet, and for this purpose, I give below my personal details and signatures:

FOLIO NO.:	
NAME OF UNIT HOLDER	
BIRTH DATE OF FIRST UNIT HOLDER	
MOTHER'S MAIDEN NAME OF FIRST UNIT HOLDER	

.....  
 (Signature of Unit Holder)

Date: .....

Place:.....

\* SBIFMPL stands for SBI Funds Management Pvt. Ltd.  
 \*\* CAMS for Computer Age Management Services Pvt. Ltd.

## Terms & Conditions

1. SBI Funds Management Pvt. Ltd. (SBIFMPL) and Computer Age Management Services Pvt. Ltd., (CAMS) undertake to offer, at the request of the Unit Holder(s), services through automated software, which will enable the Unit Holder to carry out transactions on the Unit Holders' account over the Internet or Telephone.
2. The Servicee will be allotted a SBIMF Personal Identification Number ("SBIMF PIN") for this purpose; the SBIMF PIN is required to identify the investor.
3. The SBIMF PIN will be generated using random number logic and will be mailed to the Unit Holder using secure, tamper-proof stationery. While receiving the SBIMF PIN, the Unit Holder should ensure that it is received in a sealed envelope. In case the Unit Holder has any doubt that the same has been tampered with, he should forthwith inform CAMS or SBIFMPL about this.
4. The Servicee must report the loss or leakage of the SBIMF PIN to SBIMF or CAMS immediately upon discovery of such an event.
5. The Servicee shall ensure that the SBIMF PIN is kept confidential and not divulge it to anybody else.
6. Who can operate?
  - If the mode of holding is "FIRST NAMED ONLY": this facility will be available only to the first Unit Holder.
  - If the Unit Holder is a minor: then the Guardian shall be eligible to avail of this facility. In such case, the personal details of the Guardian shall be submitted to CAMS.
7. Transactions over the Internet or Telephone will get processed during the immediately following business hours on a Working Day, even if the instructions of such transactions are delivered by the Servicee outside of the business hours.
8. The Unit Holder shall indemnify SBIFMPL and / or CAMS for all liabilities, losses, damages and expenses which SBIFMPL or CAMS may sustain or incur either directly or indirectly as a result of :
  - Providing the facility of carrying out transactions over the Internet or Telephone or by reason of CAMS in good faith taking or refusing to take or omitting to take action on instruction(s) received by them.
  - Fraud or dishonesty relating to any transaction by the Servicee.
  - Non-compliance of the terms and conditions relating to transactions over the Internet or Telephone by the Servicee.
  - Non-compliance by the SBIFMPL / CAMS of Servicee's instructions due to inadequate balance of units or money in Unit Holders account.
  - Negligence or mistake or misconduct of the Servicee.
  - Any information given out by the software system being inaccurate / incorrect.
9. SBIFMPL or CAMS can terminate the facility without prior notice on the occurrence of any of the following events :
  - Non-compliance of the terms and conditions set out herein.
  - Non-compliance of any other agreement entered into with SBIFMPL / CAMS.
  - Death, insolvency or bankruptcy of the Servicee.
  - Any other cause arising out of operation of law.
  - Closing of Unit Holder's account.
10. The Unit Holder shall give CAMS ten days notice in writing if the Unit Holder wishes to terminate this facility.
11. CAMS may record the telephone calls by the Servicee as evidence of the transaction.
12. SBIFMPL or CAMS or the Trustee shall not be liable for :
  - Any transactions that are carried out on the basis of instructions over the Internet or Telephone, given by unauthorized individuals who have gained knowledge of the SBIMF PIN.
  - Any loss or damage incurred or suffered by the Unit Holder due to any error, defect, failure or interruption in the provision of this facility arising from or caused by any reason whatsoever.
  - Not verifying the identity of the person giving the instructions over the Internet / Telephone.
  - Not carrying out any such instructions where SBIFMPL / CAMS has reason to believe that the instructions are not genuine or are otherwise improper, unclear, vague or raise a doubt.
  - withdrawing / suspending the facility wholly / partially without prior notice.
13. These terms and conditions will be governed by Indian Laws and the Courts in Mumbai shall alone have jurisdiction. In case of dispute, the matter will be settled by the arbitration as per the rules of the Indian Arbitration and Conciliation Act, 1996. The MD of SBIFMPL or his nominee will be the sole arbitrator and that the place of arbitration will be Mumbai.

.....  
(signature of unit holder)