



Pin Agreement for Transacting Online

Tata Asset Management Ltd. (Investment Manager for Tata Mutual Fund), Fort House, 221, Dr. D. N. Road, Fort, Mumbai – 400 001. Toll free: 1800 - 209 - 0101 Fax: (022) 22613782, Email: kiran@tataamc.com

The Terms and Conditions set out in this Agreement are abiding contract between yourself and Tata Mutual Fund (TMF) for use of Personal Identification Number (PIN) for Transacting On-line through Internet on TMF's website: www.tatamutualfund.com using the PIN Facility offered by TMF through its Investment Manager, Tata Asset Management Limited. Please read this Agreement carefully. By signing this agreement you acknowledge that you have read, understood and agree to be legally bound by this Agreement.

Folio No. _____ Date _____

(FOR INDIVIDUALS) Please fill in capital letters and sign in black ink on all pages.

Name of Sole / 1st applicant _____

PAN No. _____ KYC Compliant * Yes No If yes, proof enclosed (Please ✓)

Name of Parent / Guardian In case of Minor - applicant _____

PAN No. _____ KYC Compliant * Yes No If yes, proof enclosed (Please ✓)

Name of 2nd applicant _____

PAN No. _____ KYC Compliant * Yes No If yes, proof enclosed (Please ✓)

Name of 3rd applicant _____

PAN No. _____ KYC Compliant * Yes No If yes, proof enclosed (Please ✓)

Email ID: _____

Consent to receive Email communication: Yes No.

I would like to receive Account Statements, Newsletters, Annual Reports and other Statutory information documents by email.

(FOR NON-INDIVIDUALS) Please fill in capital letters and sign in black ink on all pages.

Name of Applicant _____

PAN No. _____ KYC Compliant * Yes No If yes, proof enclosed (Please ✓)

Name of person authorised to receive PIN _____

PAN No. _____ KYC Compliant * Yes No If yes, proof enclosed (Please ✓)

Signature of person authorised to receive PIN _____

Email ID: _____

Consent to receive Email communication: Yes No.

I would like to receive Account Statements, Newsletters, Annual Reports and other Statutory information documents by email.

***Note:-** • Furnishing of your Permanent Account Number (PAN) is compulsory for investments irrespective of value. In the absence of PAN proof or evidence of having applied for PAN, such applications will not be accepted. Please visit our website for more details • Presently Know Your Customer (KYC) Compliance is mandatory presently for investment of Rs. 50,000 or more • In case you have already submitted the PAN proof / KYC Compliance proof for the above Folio, you need not attach the document(s) once again.

This Agreement (hereinafter referred to as the "Agreement") is made and entered into on this.....day of..... 200....., by & between the above mentioned persons, hereinafter referred to as the "Unitholder/s" (which expression shall unless it be repugnant to the context thereof shall be deemed to mean & include his/her/their heirs executors & administrators) of the one part, & Tata Asset Management Limited, a company incorporated under the Provisions of the Companies Act, 1956, having its Registered office at Fort House, 221, Dr. D. N. Road, Fort, Mumbai – 400001, (hereinafter referred to as, "TAML") (which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean & include its successors, & assigns) of the other part.

WHEREAS: TAML is registered with the Securities and Exchange Board of India (SEBI) to act as the Investment Manager for the Schemes of Tata Mutual Fund (hereinafter referred to as the Fund). AND WHEREAS TAML has a dedicated website in the name and style of www.tatamutualfund.com (hereinafter referred to as the "website"), which provides information and downloads relating to TAML and the Fund, including the facility of Online subscription/redemptions of units and such other services/ facilities as detailed in this agreement. The Fund, through its service providers (hereinafter referred to as "Service Providers") offers the facility of transacting on-line through Internet for the convenience of its unitholder/s (the Facility) & to help the unitholder/s to gain access to their portfolio of investments in the Fund, for administering and managing the same effectively and efficiently using a Personal Identification Number (hereinafter

referred to as "PIN"); **AND WHEREAS** The Unitholder/s is / are desirous of availing the services/facilities available through the Website of the Fund & TAML is willing to provide such services/facilities to the Unitholder/s subject to the following terms and conditions:

NOW THIS AGREEMENT witnesseth and it is agreed confirmed and declared by and between the parties hereto as under:

I. TERMS OF SERVICES

Unitholder/s' Authorisation and consent for Online Transactions: The Unitholder/s hereby authorises the Fund, who in turn, may authorize any of its service providers, to extend the PIN Facility for the folio numbers of the Unitholder/s, including an irrevocable authorisation to the Fund to act upon any electronic instructions given to the Fund through use of the Facility & through the PIN in connection with the

Signatures (Mandatory) Please sign on all pages

1st Holder / Guardian

2nd Holder

3rd Holder

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Please submit this Form to your nearest Tata Asset Management Ltd. office or CAMS Investor Service Centre.

Online Transactions (hereinafter referred to as the "Instructions"), including viewing of Designated Accounts and performing the Online Transactions under the accounts through the website & as may be permitted by the Fund under the PIN Facility from time to time. Folio Number shall mean the Folio Number allotted to the unitholder/s and hereinafter referred to as "Folio Number". TAML reserves the right to change, amend or modify the website as may be intimated from time to time.

Usage of, or subscription to, the Facility shall be in addition to, & not in substitution of, the existing procedure for conducting the transactions, the services of which are available through the Online Transactions as well.

The Fund shall not be responsible for any errors that may be committed by the Unitholder/s in the process of conducting any Online Transaction or for error or failure of the transaction over internet due to any network problems. The Unitholder/s shall make only one application for each transaction, either in physical or electronic form.

2. PROCEDURE

2.1 Issuance of PIN, Security and confidentiality of the information:

The unitholder/s shall be issued a PIN by the service provider against each Folio No. after TMF / its service provider satisfies itself that the signature on the PIN Agreement matches with the signature of the unitholder/s in the record of TMF. The unitholder/s having multiple Folios with the Fund shall be issued a separate / specific PIN for each Folio.

2.2 Who can Operate: Only existing unitholder/s with registered email IDs can avail of the facility. Email IDs provided in this PIN Form will supercede the existing email id in our records of TAML. If the mode of holding is 'single' the facility will be available to the sole user. If the mode of holding is 'anyone or survivor' or 'joint' TAML shall send the PIN to 1st Unitholder. The unitholder/s of such Account agree & confirm that TAML shall not be in the position to verify the user of the website and thereby shall not be responsible/liable for any transactions arising out of misuse of PIN by any of the joint holders. Any use of the PIN for any transaction conducted/ executed by any of the joint unitholder/s shall be deemed to have been carried out jointly by all the unitholder/s. The joint unitholder/s agree & confirm that the 1st unitholder has the full authority to act for & on behalf of all & each of the joint unitholder/s in all matters relating to the website. Liability on all the joint holders shall be joint & several & shall be binding on each joint unitholder/s legal heirs, successors, executors & assigns. The joint unitholder(s) hereby agree & undertake to confirm & ratify all the acts done by the 1st unitholder or any other joint holder in relation to all matters arising in pursuance of this Agreement including online transaction. If the unitholder is a minor the parent / legal guardian shall be eligible to avail of the facility till the minor attains majority. In such case personal details of parent/guardian shall be submitted to TAML. The parent/guardian agrees not to use the Facility or PIN once the minor attains majority. In case of a body corporate, firm or a trust, the PIN shall be sent to the authorized signatories of that body corporate, firm or a trust, as the case may be. Any access to the Services by using of the PIN shall be deemed to be made by such authorized signatory. It shall be the User's responsibility to communicate all changes to the said authorized person in the same manner as aforesaid. The body corporate, firm or a trust, as the case may be, agree & confirm that TAML is not in a position to verify the user of the services & thereby not responsible or shall not be held liable for any misuse of the PIN Facility by any of the representative of such body corporate, firm or a trust, as the case may be or after the PIN has been dispatched to the address of the said investor. Any use of the PIN Facility conducted or executed by any of the Non-Individual Investor under the PIN Facility shall be deemed to have been carried out by that body corporate, firm or a trust. The body corporate, firm or a trust, as the case may be, agree & confirm that the said authorized person has the full power & authority to act for & on behalf of them in all

matters relating to the PIN Facility. Liability on all such body corporate, firm or a trust, as the case may be, Accounts shall be binding on each of such body corporate's, firm's or a trust's, successors, assigns or trustees, as the case may be. The body corporate, firm or trust, as the case may be, agrees & undertakes to confirm & ratify all the acts done by the authorized person or any other person in relation to the PIN Facility. PAN number is mandatory for online transaction. PIN will be issued only if PAN details are verified. Unitholder/s who wish to invest Rs. 50,000/- or more will be required to be KYC compliant & shall confirm their KYC Compliance, in the column provided, without which the transaction will not be processed. The threshold limit for KYC compliance shall be subject to charges from time to time. The Unitholder/s agree to visit the website www.tatamutualfund.com in the event they require more details. The Unitholder/s agrees that pursuant to this Agreement, TAML/its service provider will despatch the PIN allotted to the Unitholder/s, by courier or post, entirely at the risk of the Unitholder/s. The PIN will be dispatched to the Unitholder/s address as recorded with TAML/service provider. The Unitholder/s will be responsible to confirm receipt of the PIN to TAML/its service provider & notify forthwith, in the event of evidence of tampering with the PIN in the course of post, or non-receipt of the PIN, as the case may be. In such an event or in the event of loss of PIN by the unitholder/s or due to the unitholder/s having forgotten the PIN, a request for issue a duplicate PIN shall be considered only on receipt of a written request from the Unitholder/s, subject to signature verification / validation. The Unitholder/s shall use the PIN to carry out transactions through the website & shall keep the same confidential at all times. The Unitholder/s may use the same PIN to access various services provided by the Fund over the Internet in respect of his/their folios. It shall be the sole responsibility of the unitholder/s to ensure adequate protection, confidentiality and secrecy of the PIN and any access thereto by or disclosure thereof to any other person shall be entirely at the unitholder/s' risk. TAML in such cases will not accept any kind of responsibility or liability for any loss, damage or harm. The Unitholder/s acknowledge, understand & confirm that it will not be possible for TAML or the Service Provider to prevent any unauthorized use of the PIN until after 48 hours after the Unitholder/s inform TAML and/or the Service Provider about the security of PIN having been breached.

3. Services Offered:

The Unitholder/s may access the following services viz the facility:-

- Subscriptions & Additional Subscription to various schemes of the Fund through Internet, including any new Schemes launched by the Fund from time to time & which are tagged with the existing Schemes by the Fund for the purpose of conducting such Online transactions.
- Switching units from one scheme to another.
- Redemption of units.
- Viewing Portfolio Summary.
- Printing of Account Statements.
- Change of dividend option.

The Unitholder/s hereby agrees & confirms that the services mentioned herein above are only an inclusive list, & the Fund may add or remove any services it may in its absolute discretion decide, which services the Unitholder may use the Facility to access & utilise. In addition to the information & services mentioned above, the Unitholder may also, as & when the facility is extended to other services provided by the Fund, use such facility to access & utilise any such services provided by the Website.

4. TAML WARRANTIES

TAML will make best efforts to keep the Website updated on a daily basis, so as to provide most current information to Unitholder/s. The Unitholder/s also agrees that the look & feel of the web screen & outputs there from may differ based on the nature of the software used by the Unitholder/s to browse the Website. TAML agrees to take best efforts to protect security of the data placed on the Internet & has for this purpose, required the service provider to sign a

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Please sign on all pages

1st Holder / Guardian

2nd Holder

3rd Holder

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confidentiality agreement specifying confidentiality of the data & to restrict external access to the database on the Internet. The service provider shall ask the Unitholder/s to enter his/her/its Folio Number & PIN or any other transaction specific details before accepting instructions on behalf of TAML. TAML/ service provider may, in the interest of the Unitholder/s, request a fax confirmation of the instructions & any additional information TAML/service provider may require. In such an event, TAML/service provider shall not be bound to act on electronic instructions received, until the said fax confirmation & additional information is received from the Unitholder/s, in a form & manner acceptable to TAML/service provider. The Unitholder/s confirms & agrees that he/they shall at all times be bound by any modification and/or variations made to the Terms & Conditions hereof & as notified on the Website. TAML shall not be required to give the Unitholder/s individually any separate notice of any of the modification and/or variations that have been notified on the Website. TAML or the service provider shall have the absolute discretion to amend or supplement any of the terms at any time & will endeavor to give prior notice on the website / through email for such changes wherever feasible. TAML/service provider may, in its absolute discretion decide not to carry out any such transaction where the service provider or TAML has reason to believe that the instructions are not genuine, are unclear, are such as to raise a doubt, are otherwise improper or there is ground to believe that the same is in contravention of any statute/laws in India & cannot be put into effect.

5. TAML DISCLAIMERS:

Neither TAML nor the service provider shall be liable for any unauthorized usage of the PIN or any loss damage or other consequences therefrom. Further, neither the Fund, nor TAML nor the service provider shall be liable at all for any misuse if any, of any data accessed through the Internet by third parties. Without prejudice to any other provisions of this Agreement, TAML & its service provider shall not be liable for any loss or damage whatsoever caused arising directly or indirectly in connection with the services and/or this Agreement.

- TAML & the service provider have the absolute discretion to withdraw/amend the services provided, or amend or supplement any of the above terms & conditions at any time without prior notice to the Unitholder/s.

6. UNITHOLDER/S COVENANTS:

6.1 The Unitholder/s hereby agrees that access of any facility by use of the Folio Number & PIN as the case may be, will be deemed acceptance of the other terms & conditions as posted on the Website & the Unitholder/s will unequivocally be bound by such terms and conditions. The Unitholder/s confirms & agrees that He/She/They shall at all times be bound by any modification and/or variations made to the other Terms & Conditions and as notified on the Website. The Fund shall not be required to give the Unitholder/s individually any separate notice of any of the modification and/or variations that have been notified on the Website. The unitholder/s agrees & authorises the Fund, its service provider to execute, comply with all or any instruction(s) given to the Fund through use of the facilities available on the website. Any instruction given to TAML through use of the internet facility and through the PIN and Folio Number (hereinafter referred to as the "Instructions") shall be deemed to have been given by the Unitholder/s to TAML/service provider & the TAML/service provider shall be entitled to assume that the said instructions are given by the Unitholder/s and the Fund/TAML/Service Provider shall be protected from acting thereon. The Unitholder/s agrees that if any unauthorized person gains access to the Facility by using the Unitholder's PIN, the Unitholder/s agrees to at all times indemnify the Fund/TAML, 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 PIN facility 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/TAML or the Service Provider.

6.2 It shall be the sole responsibility of the unitholder/s to ensure adequate protection, confidentiality and secrecy of the PIN & any disclosure thereof to any other person shall be entirely at the unitholder/s risk. The Fund/TAML or its Service Provider will not accept any kind of responsibility or liability for any loss, damage or harm in such cases. The Unitholder/s shall not use his/her PIN after the disclosure of the same to any third party. The PIN, shall be kept secret, safe & the Unitholder/s shall ensure that the joint Unitholder/s do not disclose their PIN to any other unauthorized person/s. The Fund or its service provider shall be notified immediately, if a record of the PIN is lost or stolen or if the Unitholder is aware or suspects that any unauthorized person has come to know of or has used his/her PIN without authority. Upon receiving a written request from the unitholder in such an event, TAML / its service provider will cancel the PIN & arrange to generate & issue a new PIN in the interest of the unitholder. The Unitholder/s hereby releases the Fund/TAML & the service provider from any liability whatsoever against misuse of the PIN. Further, neither the Fund/TAML nor the service provider shall be liable at all for any misuse or tampering if any, of any data placed on the Internet, by third parties "hacking" or unauthorized accessing the server. The Fund/TAML/Service Provider will not be liable for any failure to act upon instructions or to provide any facility for any cause that is beyond the Fund/TAML/Service Providers' control. The Unitholder/s shall take responsibility for all the transactions conducted by using the Facility & will abide by the record of the transactions generated by the Fund/TAML/Service Provider. Further all such records generated shall be conclusive proof & binding for all purposes & may be used as conclusive evidence in any proceedings. The Unitholder/s shall be fully liable to the Fund/TAML/ its service provider for every transaction entered into using the Facility, whether with or without the knowledge of the Unitholder/s. In no event will the Fund/TAML or its service provider be liable to the Unitholder/s for any special, direct, indirect, consequential or incidental loss or damages even if the Unitholder/s has advised TAML, the Fund or its service provider of such possibility.

6.3 The Unitholder/s shall be solely responsible for ensuring adequate security measures to help prevent unauthorized access or use of the Facility to their transactions & bank accounts, & TAML/ service provider shall not be liable of any such unauthorized access & protection of his/her/their computer against any computer virus. The Unitholder/s undertakes to comply with all applicable laws & statutory requirements & agrees to be bound by & to diligently follow & ensure compliance with the applicable rules, regulations of the Fund & the SEBI. The Fund /TAML/ service provider may not acknowledge receipt of any instructions nor shall be responsible to verify any instructions. The Fund /TAML/ service provider shall endeavor to give effect to instructions on a best effort basis & as soon as practically possible, as permitted by the regulations from time to time. In the event of any instructions being capable of execution in two or more ways, the Fund/TAML/ service provider may execute the instructions in any way as it may, in its sole judgment decide. The Unitholder/s agrees that the use of the facilities is prone to risk of any loss of or interception of information over internet, notwithstanding the secure method of transmitting information adopted by the Fund / TAML/its service providers, & that such a risk will be borne by the unitholder/s & that the fund/TAML/ its service provider shall not be liable for the same.

6.4 The Fund, TAML, along with it's directors, employees, agents, executors, successors & assigns shall not be liable for any damages or injuries arising out of or in connection with the use of the website or its non-use including non-availability or failure of performance, loss or corruption of data, loss of or damage to property (including profit and goodwill), work stoppage, computer failure or malfunctioning, or interruption of business; error, omission, interruption, deletion, defect, delay in operation or transmission, communication line failure or for any failure to act upon Electronic Instructions or to provide any facility for any cause that is beyond the control of the Fund/ TAML/ or Service Providers. All records of the Fund/service provider, whether in electronic form, magnetic medium, documents or any other with respect to instructions received for use of the Facilities

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or Instructions received through use of the Facility shall be conclusive evidence of such instructions & shall be binding on the Unitholder/s. In case of any discrepancy in the details of any transaction carried out in respect of the Unitholder/s' account, the Unitholder/s shall intimate the service provider /TAML/ the Fund within 10 days of receipt of the statement of account or information thereof, failing which the transaction will be deemed to be correct & accepted by the Unitholder/s.

7. NO WAIVER

No forbearance, delay or failure on part of the Fund /TAML/ service provider to exercise any power or right under these terms & conditions shall operate as a waiver of such power or right, nor shall any single or partial exercise of such power or right preclude any further exercise of that or any other power or right.

8. DISCLAIMER

Mutual Fund Investments are subject to market risks. The Offer Documents provided on the website set forth concisely, the information about the Schemes that an investor should know before investing. The particulars of the Schemes have been prepared in accordance with the Securities & Exchange Board of India (Mutual Funds) Regulations, 1996 as amended till date & filed with SEBI & the Units being offered for public subscription have not been approved or disapproved by SEBI nor has SEBI certified the accuracy & adequacy of the Offer Documents. The Offer Documents shall remain effective till a "Material Change" (other than a change in the fundamental attributes & within the purview of the Offer Documents) occurs & thereafter the changes shall be filed with the SEBI & circulated to the Unitholder/s along with the quarterly / half-yearly reports. Any information on the website thereon should be used in conjunction with traditional investment techniques, which may include obtaining applicable legal, accounting, tax or other professional advice or services. TAML will not be liable or responsible in any manner for any omissions, errors or investment consequences arising from the use of this material by the Unitholder/s.

9. CONFIDENTIALITY

The Fund / TAML / its service provider shall keep the information relating to the transactions of the Unitholder using the Facility, confidential. Provided however that the Fund is entitled to disclose any information or particulars pertaining to the Unitholder to any authority, statutory or otherwise as may be required by law.

10. PRIVACY

TAML or its service provider shall not sell or market any personal information or personalized data of its customers to unaffiliated organizations. TAML & the Service Provider shall maintain the personal information & data of the Unitholder/s according to strict standards of security & confidentiality.

11. TERMINATION

The Unitholder may terminate this agreement & the use of the Facility by making an application (hereinafter referred to as "the said Application") to the Fund/ service provider in writing and signed by her/him along with other Joint Holders, if the Unitholder wishes to terminate this Agreement and disable the PIN. The Fund shall disable the User ID and PIN granted to such Joint Unitholders at any time within a period of 10 business days from the date of receipt of the said application.

The Fund is authorised to terminate the PIN Facility without prior notice on the occurrence of any event, which in the sole opinion of the Fund, may have a Material Adverse Impact on the Designated Account, or on the operations of the Fund, including but not limited to:

- 1. Non-compliance of the Terms and Conditions set out herein.
- 2. Death, insolvency, bankruptcy or liquidation of the Unitholder.

- 3. Any other cause arising out of operation of law.

- 4. Closing of Unitholder/s' account.

- 5. Such other reason(s) as the Fund may, in its sole and absolute discretion deem proper.

- 6. Receipt of a written application from a Joint Unitholder for termination.

For the purpose of interpretation, an event having a Material Adverse Impact shall include any event, which in the opinion of the Fund, shall impact the reputation of the Fund, its functioning, any potential losses to the Fund, any event which in the opinion of the Fund would amount to a fraud on the Designated Account, or any other event which the Fund may, in its absolute discretion, decide would have a material adverse impact on its operations. Provided, however, that any Electronic Instructions received by the Fund, through the Facility or any Online Transaction executed by the Unitholder, before the termination of this Agreement and disabling of the Facility shall be considered to be a valid instruction to the Fund to execute such Online Transaction.

12. GOVERNING LAW AND JURISDICTION

This Agreement is governed by & construed in accordance with the laws of India. The Courts of Mumbai (and in case of any proceedings in the City Civil Court or in the Small Causes Court, the Courts in South Mumbai) shall have exclusive jurisdiction over any disputes arising out of or in connection with this Agreement. The PIN & all the transactions carried out through the PIN are subject to the terms & conditions of the Offer Documents of the schemes of the Fund, read with the addenda issued from time to time. Any dispute arising out of or in connection with these Terms & Conditions will be referred to the arbitration of a sole arbitrator to be appointed by TAML, in accordance with the provisions of the Arbitration & Conciliation Act, 1996 or any enactment thereof. These terms & conditions are subject to Securities & Exchange Board of India (Mutual Funds) Regulations, 1996 & guidelines issued there under as amended from time to time & other laws, rules & regulations issued by the Government of India relating to mutual funds & provision of the facility.

- 13. **NOTICE:** Any notice, communication or documents required to be given by either Party to the other under the terms of this Agreement, may be given by personal delivery, registered post, by fax, or by other electronic medium as agreed by both parties from time to time, at the following addresses:

a) If to the Fund: Tata Asset Management Ltd. (Investment Manager for Tata Mutual Fund) Fort House, 221, Dr. D. N. Road, Fort, Mumbai – 400 001. Tel: (022) 66578282, Fax: 22613782, Toll Free No: 1800 - 209 - 0101.

Email: kiran@tataamc.com

b) If to the Unitholder: At the address of the Unitholder as recorded with the Fund. The notice, communication or document shall be deemed to be effective if given by personal delivery when so delivered, if given by post on expiration of seven days after the notice, communication or document is delivered to the post office for onward despatch, if given by fax or telex upon transmission thereof. Provided that any notice, communication or document given by fax shall be followed by a confirmation in writing.

I/we confirm & declare that I/we have read & understood the "Terms & Conditions of Personal Identification (PIN) usage & Online transactions" & also the "Disclaimer & Terms & Conditions" as posted on Tata Mutual Fund's website www.tatamutualfund.com

I/ We agree & shall abide by the norms, Terms & Conditions of PIN usage & online transactions, & agree not to hold the Fund/TAML/ it's service provider responsible for My/Our actions relating to the use of the Facility.

Signatures (Mandatory) To be Signed by All Unitholders	1st Holder / Guardian	2nd Holder	3rd Holder

Signature Verified / Validated _____ **Date** _____

PIN Generated on: _____ **PIN Sent on:** _____

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