

PIN agreement for transactions through electronic/telephonic mode

This PIN agreement (“**Agreement**”) sets out the terms and conditions (“**Terms and Conditions**”), which shall be applicable to the Sole/First Applicant/Unitholder (hereinafter referred to as “**investor**” or “**Unitholder**”) or an authorized person of the Unitholder to carry out certain transactions/give instructions on behalf of the Unitholder(s) in respect of the Unitholder’s account over the internet, through the telephone or such other mode of communication as may be enabled by Baroda Pioneer Asset Management Company Limited (“**BPAMC**”) from time to time. These Terms and Conditions are a binding contract between the investor/Unitholder and BPAMC, the investment manager to Baroda Pioneer Mutual Fund (“**Mutual Fund**”). These Terms and Conditions govern the Unitholder's use of BPAMC’s website known as www.barodapioneer.in (“**Website**”) and all products, services, content, tools and information available through the Website, and through telephone at the call centre using the PIN facility offered by the Mutual Fund through BPAMC and the Registrar, Karvy Computershare Private Limited (“**Karvy**”), and such other similar modes as prescribed by BPAMC/Mutual Fund from time to time and as are permitted by SEBI or any other regulatory authority.

Unitholders are advised to read this Agreement carefully. By signing this Agreement, the Unitholder acknowledges that he/she has read, understood and agrees to be legally bound by this Agreement.

A. TERMS AND CONDITIONS FOR ONLINE SERVICES

Investor/Unitholder's authorisation and consent for the online transactions:

The investor/Unitholder hereby confirms that he/she has read and understood the terms and conditions detailed in the Scheme Information Document (“**SID**”) / Statement of Additional Information (“**SAI**”) / Key Information Memorandum (“**KIM**”) of the respective schemes and that the Unitholder is eligible to make investments in the Units of the scheme(s). The investor/Unitholder further confirms that he/she will comply with the applicable laws and statutory requirements *inter alia* requirements of Know Your Customer (“**KYC**”) and restrictions on acceptance of third party payments for subscription of units.

The investor/Unitholder hereby authorises the Mutual Fund, who in turn, may authorise any of its service providers, to extend the PIN facility for the designated account(s) of the Unitholder, including an irrevocable authorisation to the Mutual Fund to act upon any electronic or telephonic instructions given to the Mutual Fund/service provider by the investor/Unitholder through use of the PIN facility and through the PIN, user name, password in connection with the online transactions, including viewing of designated accounts and performing transactions under the accounts through the Mutual Fund's Website or over telephone at the call centre or through any other mode as may be permitted by the Mutual Fund / BPAMC under the PIN facility from time to time.

For the purposes of this Agreement, Website shall mean www.barodapioneer.in and the

call center shall mean the telephonic helpline connected to the Mutual Fund's toll free number 1-800-419 0911 or such other telephone number or numbers, which BPAMC may announce from time to time. BPAMC reserves the right to change, amend or modify the Mutual Fund's Website and/or telephone/toll free numbers as may be intimated from time to time and to introduce any other facility as may be permitted by SEBI or any other regulatory authority.

Usage of, or subscription to, the said PIN facility shall be in addition to, and not in substitution of, the existing procedure for conducting the transactions, the services of which are available through the online transactions as well. The investor/Unitholder acknowledges that transactions through the online/telephonic mode are not a secure means of giving instructions / transaction requests and that the investor/Unitholder is aware of the risks involved including those arising out of such transmission. The Unitholder shall make only one application for each transaction, either in physical or electronic form.

B. WHO CAN OPERATE

The PIN facility is currently being offered only to the following categories of Unitholders who hold units either "Singly" or in "Anyone or survivor" or "Joint" mode:

- ✓ Resident individual
- ✓ Non-Resident Indian
- ✓ Hindu Undivided Family
- ✓ Minor

BPAMC/Mutual Fund may at its own discretion offer the said facility to other categories of investors/Unitholders on such terms and conditions as it may deem advisable.

Issuance of PIN, security and confidentiality of the information :

- ✓ Opting for online transaction along with first time investment in the Application Form : A first time investor will be allotted a PIN only after his/her subscription application has been processed and a folio has been generated.
- ✓ Opting for online transaction after first time investment: In case of existing Unitholder, the Unitholder is required to accept/sign the Agreement as provided below :
 - (a) If the mode of holding is "Sole" or "Anyone & Survivor" : Such Unitholders can accept the terms and conditions mentioned in the Agreement online.
 - (b) If the mode of holding is "Joint" : The facility of online transaction will be available to the first Unitholder; however, all Unitholders are required to sign the "PIN Agreement" which can be downloaded from BPAMC's Website. The PIN Agreement duly signed by all Unitholder(s) shall be sent vide courier or post to Karvy at the address given below :
Karvy Computershare Pvt. Ltd.
Unit : Baroda Pioneer Mutual Fund

Karvy Registry House, #8-2-596, Avenue 4
Street No 1, Banjara Hills
Hyderabad - 500 034.

On receipt of the duly signed PIN Agreement and after due verification, BPAMC/Karvy/service provider will send the PIN in a closed envelope to the registered address of the first Unitholder vide courier or post entirely and solely at the risk of the Unitholder(s). While receiving the PIN, the Unitholder(s) should ensure that it is received in a closed envelope. In case the Unitholder(s) has/have any doubt that the envelope has been tampered with, he/she/they should immediately inform BPAMC/Karvy to block the PIN. The PIN shall be issued by BPAMC/service provider only after BPAMC/service provider satisfies itself that the signatures on the "PIN Agreement" match with the signatures of the Unitholder(s) in the records of BPAMC/Karvy.

The Unitholder(s) of such account agree(s) and confirm that BPAMC/Karvy/service providers shall not be in a position to verify the user of the facility and thereby not be responsible and shall not be liable for any transactions arising out of misuse of the PIN by any of the joint Unitholder(s). Any use of the PIN for any transaction conducted or executed by any of the joint Unitholder(s) under this facility shall be deemed to have been carried out jointly by all the joint Unitholder(s). The joint Unitholder(s) agree and confirm that the first Unitholder has the full authority to act for and on behalf of all and each of the joint Unitholder(s) in all matters relating to this facility. Liability of all joint holdings shall be joint and several and shall be binding on each joint Unitholder's legal heirs, successors, executors and assigns. The joint Unitholder(s) hereby agree and undertake to confirm and ratify all the acts done by the first Unitholder or any other joint Unitholder in relation to this facility.

- ✓ If the investor/Unitholder is a minor, the parent/legal guardian shall be eligible to avail of this facility till the minor attains majority. In such case, the personal details of the parent/legal guardian shall be submitted to BPAMC/Karvy. The parent/legal guardian hereby agree not to use the PIN facility once the minor attains majority.
- ✓ The investor/Unitholder agrees that pursuant to this Agreement, the Mutual Fund/its service provider will dispatch the PIN allotted to the investor / Unitholder, by courier or post, entirely at the risk of the investor / Unitholder where mode of holding is joint.
- ✓ If the mode of holding is "single" or "anyone or survivor", the Unitholder can also generate PIN online. The Unitholder hereby acknowledges that he/she shall provide Permanent Account Number ("PAN"), bank account details, mobile number, personal details like date of birth, etc. required to verify the identity/ address of the Unitholder.
- ✓ The investor/Unitholder will be responsible to confirm receipt of the PIN to the Mutual Fund/its service provider and 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 investor/Unitholder or due to investor/Unitholder having forgotten the PIN, a request for issue a duplicate PIN shall be considered only on receipt of a written request from the investor/Unitholder(s), subject to verification/validation.

- ✓ The Unitholder shall use the PIN as per the procedure defined on online transactions on BPAMC's Website to generate a user name and password and the password with which to carry out transactions through the Website and shall keep the same confidential at all times. The Unitholder may use the same PIN to access various services provided by the Mutual Fund over the internet as well as telephone in respect of his folios. It shall be the sole responsibility of the Unitholder to ensure adequate protection, confidentiality and secrecy of the user name and password as well as the PIN and any disclosure thereof to any other person shall be entirely at the Unitholder's risk. BPAMC will not accept any kind of responsibility or liability for any loss, damage or harm in such cases.
- ✓ The Unitholder shall have the facility/choice to change the PIN allotted by BPAMC/service provider to a PIN of his/her choice and to make the PINs uniform, in the event of having multiple folios or multiple PINs.
- ✓ This facility is NOT OFFERED to non-individuals and those categories of investors transacting with the Mutual Fund/BPAMC electronically, whether through a Power of Attorney or through arrangements via brokers/distributors (including but not limited to Citibank, HSBC QNIS, etc.) or via a third party website, not being a website of BPAMC. (For the sake of clarity, this facility is not available to those Unitholders wherein by the nature of the transaction, the Unitholder's original signature is not registered with BPAMC.) BPAMC reserves the right to reject any applications received from such Unitholders. This facility is intended only for the personal non-commercial use of the Unitholder.

C. SERVICES OFFERED

In order to access the facility for the first time through the Website, the Unitholder shall be required to create a unique login name (user name) and password at the Mutual Fund's Website. The user may thereafter map other folio numbers using the corresponding PINs/password. The Unitholder may then access the facility by entering his unique username and password on the Mutual Fund's Website.

The Unitholder may access the services as made available by BPAMC/Mutual Fund from time to time and as may be permitted by SEBI and any other regulator as may be applicable, using PIN/password and user name.

D. BPAMC WARRANTIES

- ✓ BPAMC will take best efforts to keep the Website updated on a daily basis, so as to provide most current information to the Unitholders and shall further take best efforts to ensure that the information provided on the said Website is as accurate as possible and that the disruptions of services are minimal. However, BPAMC makes no warranty, either expressed or implied or gives any guarantee, to the Unitholder concerning the uninterrupted availability of the said Website or the services or information on it. 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 Website.

- ✓ BPAMC/its service providers shall have the absolute discretion to amend or supplement any of the terms of the facility at any time and will endeavor to give prior notice on the Website/through email for such changes wherever feasible.
- ✓ BPAMC/its service providers shall ask the Unitholder to provide his / her username and PIN or any other transaction specific details before accepting instructions on behalf of the Mutual Fund. BPAMC/its service providers reserve the right to ask for such other additional details, as they deem fit to verify the authenticity of the investor/Unitholder's transactions.
- ✓ BPAMC may, in its absolute discretion and in the interest of the Unitholder, request a fax confirmation, signed by the Unitholder, of the instructions and any additional information that BPAMC may require. BPAMC shall not be bound to act on the instructions received until such fax confirmation and additional information, in a form and manner acceptable to BPAMC, is received from the Unitholder. However, BPAMC shall have no obligation to check or verify the authenticity or accuracy of fax confirmations purporting to have been sent by the Unitholder and may act thereon as if the same had been duly given by the Unitholder.
- ✓ BPAMC/its service providers may, in its absolute discretion decide not to carry out any such transaction where the service provider or BPAMC 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 and cannot be put into effect.

E. BPAMC DISCLAIMERS

- ✓ Neither BPAMC/Mutual Fund nor the service providers shall be liable for any unauthorized usage of the PIN and the Unitholder hereby fully indemnifies and holds BPAMC/Mutual Fund and the service providers and the directors, employees, officers, successors, agents, assigns, representatives of BPAMC/Mutual Fund and the service providers harmless against any action, suit, proceedings initiated against it or any loss, cost or damage incurred by it as a result thereof. Further, neither the Mutual Fund, nor BPAMC nor the service providers shall be liable at all for any misuse if any, of any data accessed through the call center, by third parties.
- ✓ Without prejudice to any other provisions of this Agreement, BPAMC and its service providers shall not be liable for any loss or damage whatsoever caused arising directly or indirectly in connection with the services and/or this Agreement, including without limitation any:
 1. Loss of data;
 2. Interruption or stoppage to the Unitholder's access to and/or use of the call center or processing of electronic/telephonic transactions due to any operational/technical difficulties/reasons beyond the control of BPAMC/Mutual Fund, its service providers or for any other reason.
- ✓ BPAMC or its service providers shall not be responsible for any failure on part of the Unitholder to utilize the facility due to the Unitholder not being within the geographical range within which the facility is offered. BPAMC has the absolute

discretion to withdraw/amend the services provided, or amend or supplement any of the above terms and conditions at any time without prior notice to the Unitholder.

F. UNITHOLDER COVENANTS:

- ✓ The Unitholder hereby agrees that access of any facility through electronic/telephonic mode by use of the user name, password or the PIN as the case may be, will be deemed acceptance of the other terms and conditions as posted on the said Website and the Unitholder will unequivocally be bound by such terms and conditions.
- ✓ The Unitholder confirms and agrees that he/she shall at all times be bound by any modification and/or variations made to the other terms and conditions and as notified on the said Website. The Mutual Fund shall not be required to give the Unitholder individually any separate notice of any of the modification and/or variations that have been notified on the Website.
- ✓ The Unitholder agrees and authorizes the Mutual Fund/its service providers to execute, comply with all or any instruction(s) given to the Mutual Fund through use of the facilities available on the Website or over telephone. Any instruction given to the Mutual Fund through use of the internet facility and through the PIN, user name, password (hereinafter referred to as the “**Instructions**”) shall be deemed to have been given by the Unitholder/s to the Mutual Fund/service providers and the Mutual Fund/service providers shall be entitled to assume that the said instructions are given by the Unitholder/s and the Mutual Fund/Karvy shall be protected from acting thereon. The Unitholder agrees that if any unauthorized person gains access to the facility by using the Unitholder's PIN/username and password, the Unitholder agrees to at all times indemnify the Mutual Fund//BPAMC, the directors, employees, officers, successors, agents, assigns and representatives of BPAMC/Mutual Fund 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, user name and password 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 Mutual Fund/BPAMC.
- ✓ It shall be the sole responsibility of the Unitholder to ensure adequate protection, confidentiality and secrecy of the user name and password and the PIN and any disclosure thereof to any other person shall be entirely at the Unitholder’s risk. The Unitholder shall take all possible care to prevent discovery of the user name and password by any other person. BPAMC will not accept any kind of responsibility or liability for any loss, damage or harm in such cases.
- ✓ The Unitholder shall not use his/her user name and password after the disclosure of the same to any third party.
- ✓ BPAMC or its service providers shall be notified immediately, if a record of the PIN or password, is lost or stolen or if the Unitholder is aware or suspects that another unauthorized person has come to know of or has used his/her PIN or password without authority. Upon receiving a written request from the Unitholder in such an event, BPAMC/its service providers will cancel the PIN and arrange to generate and

issue a new PIN in the interest of the Unitholder. BPAMC/Mutual Fund/its service providers shall not be responsible for any unauthorized transactions from the time of such loss/suspicion to the date of actual registration of the Unitholder's request to generate a new PIN in BPAMC's/service provider's systems. The Unitholder acknowledges that there may be some lead time between the date of receipt of such request from the investor and the date of registration of such request in BPAMC's / service provider's systems.

- ✓ The Unitholder hereby releases the Mutual Fund/BPAMC and the service providers from any liability whatsoever against misuse of the PIN, user name and password. Further, neither the Mutual Fund nor Karvy shall 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. The Mutual Fund/Karvy will not be liable for any failure to act upon instructions or to provide any facility for any cause that is beyond the Mutual Fund/Karvy's control.
- ✓ The Unitholder shall take responsibility for all the transactions conducted by using the facility and will abide by the record of the transactions generated by the Mutual Fund/Karvy. Further such records generated by the Mutual Fund shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings.
- ✓ The Unitholder hereby acknowledges that his/her application for subscription/redemption/switch will be processed at the applicable NAV subject to realization/utilization of clear funds and acceptance of the transaction by the AMC/Registrar in terms of the SID/SAI and that the electronic time stamping by BPAMC/Mutual Fund on the transaction request received shall be deemed to be time stamping in accordance with the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996 and the circulars/guidelines issued thereunder as amended from time to time ("**SEBI Regulations**"). The time and date recorded in the server of BPAMC will be treated as the time and date for the submission of the online application (electronic application).
- ✓ The Unitholder shall be fully liable to the Mutual Fund/its service providers for every transaction entered into using the facility, whether with or without the knowledge of the Unitholder. In no event will the Mutual Fund or its service providers be liable to the Unitholder for any special, direct, indirect, consequential or incidental loss or damages even if the Unitholder has advised the Mutual Fund or its service providers of such possibility.
- ✓ The Unitholder shall be solely responsible for ensuring adequate security measures to help prevent unauthorized access or use of the facility to their transactions and bank accounts, and the Mutual Fund/BPAMC/Karvy and its service providers shall not be liable of any such unauthorized access and protection of his/her computer against any computer virus.
- ✓ The Unitholder undertakes to comply with all applicable laws and statutory requirements and agrees to be bound by and to diligently follow and ensure compliance with the applicable rules, regulations of SEBI or any other regulatory

authority from time to time.

- ✓ The Mutual Fund / service providers may not acknowledge receipt of any instructions nor shall be responsible to verify any instructions. The Mutual Fund/ service providers shall endeavor to give effect to instructions on a best effort basis and 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 Mutual Fund/ service providers may execute the instructions in any way as it may, in its sole judgment decide.
- ✓ The Unitholder 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 Mutual Fund / its service providers, and that such a risk will be borne by the Unitholder and that the Mutual Fund/ service providers shall not be liable for the same.
- ✓ The Mutual Fund, BPAMC, Baroda Pioneer Trustee Company Pvt. Ltd. (“Trustee”), the trustee to the Mutual Fund, along with their directors, employees, agents, executors, successors and assigns shall not be liable for any damages or injuries arising out of or in connection with the use of the Website and call centre 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 or telephonic instructions or to provide any facility for any cause that is beyond the control of the Mutual Fund or Karvy.
- ✓ All records of the Mutual Fund/BPAMC and its service providers, whether in electronic form, magnetic medium, documents or any other with respect to instructions received for use of the facilities or instructions received through use of the facility shall be conclusive evidence of such instructions and shall be binding on the Unitholder/investor.
- ✓ In case of any discrepancy in the details of any transaction carried out in respect of the Unitholders' account, the Unitholder shall intimate the service provider /Mutual Fund within ten days of receipt of the statement of account or information thereof, failing which the transaction will be deemed to be correct and accepted by the Unitholder.

G. NO WAIVER

No forbearance, delay or failure on part of the Mutual Fund/ service providers to exercise any power or right under these terms and 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.

H. CONFIDENTIALITY

The Mutual Fund/BPAMC and its service providers shall keep the information relating to

the transactions of the Unitholder using the facility, confidential. Provided however that the Mutual Fund/BPAMC is entitled to disclose any information or particulars pertaining to the Unitholder to third parties to give effect to any electronic instructions of the Unitholder or to any authority, statutory or otherwise as may be required by law.

I. TERMINATION

The Unitholder shall give the Mutual Fund/BPAMC/Karvy twenty days' (20) notice in writing if the Unitholder wishes to terminate this facility. The Mutual Fund/BPAMC can terminate the facility without prior notice on the occurrence of any of the following events:

- a) Non-compliance of the terms and conditions set out herein;
- b) Death, insolvency, bankruptcy or liquidation of the Unitholder;
- c) Closing of Unitholder's account;
- d) Receipt of a letter from a joint Unitholder for termination of this facility;
- e) Any other cause arising out of operation of law;
- f) Such other reasons as BPAMC may deem fit.

J. GOVERNING LAW & JURISDICTION

This Agreement is governed by and construed in accordance with the laws of India. The Courts of Mumbai shall have exclusive jurisdiction over any disputes arising out of or in connection with this dispute. The PIN and all the transactions carried out through the PIN are subject to the terms and conditions of the SAI/SID and KIM of the schemes of the Mutual Fund, read with the addenda issued from time to time. Any dispute arising out of or in connection with these terms and conditions will be referred to the arbitration of a sole arbitrator to be appointed by BPAMC, in accordance with the Arbitration & Conciliation Act, 1996. These terms and conditions are subject to the SEBI Regulations and other laws, rules and regulations issued by the Government of India and / or the Reserve Bank of India relating to mutual funds and provision of this Agreement.

K. 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) In case of any matter relating to PIN :
Karvy Computershare Pvt. Ltd
Unit : Baroda Pioneer Mutual Fund
Karvy Registry House, #8-2-596, Avenue 4
Street No 1, Banjara Hills
Hyderabad - 500 034

In case of lodging any investor query / grievance with BPAMC/Mutual Fund :
Mr. Amitabh Ambastha – Head-Transfer Agency Servicing
Baroda Pioneer Asset Management Company Ltd.
501, Raheja Titanium, Western Express Highway

Goregaon (E), Mumbai – 400 063.

Tel. no. : +91-22-3074 1000 / Toll free no. 1-800-419 0911

E-mail id – info@barodapioneer.in

b) If to the Unitholder: At the address of the Unitholder as recorded with the Mutual Fund / CVL / KRAs. 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

L. INDEMNITY

In consideration of BPAMC providing the Unitholder with the PIN facility, the investor/Unitholder agrees to indemnify and keep safe, harmless and indemnified the Mutual Fund/Trustee/BPAMC, the directors, employees, officers, successors, agents, assigns and representatives of the Mutual Fund/Trustee/BPAMC and its service providers from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever which the Mutual Fund/Trustee/BPAMC, their directors, employees, officers, successors, agents, assigns and representatives of the Mutual Fund/Trustee/BPAMC and its service providers may at any time incur, sustain, suffer or be put to as a consequences of or arising out of the Unitholders' use of the said facility.

Nothing specified in the terms and conditions hereinabove and the said Website shall be considered as solicitation to buy or an offer to sell or a recommendation for, a security, or any other product or service, to any person in any jurisdiction where such solicitation, offer, recommendation, purchase or sale would be unlawful under the laws of that jurisdiction. If any Unitholder chooses to access/use the facility from locations outside India, he/she does so at his/her own initiative and risk, and shall be solely responsible for compliance with all applicable laws in force in the respective locations outside India.

Words and expressions used and not defined herein but defined in the SID, SAI and KIM of the relevant scheme shall, unless expressed otherwise herein, have the same meanings respectively assigned to them in the SID, SAI or KIM.

(First/Sole Unitholder)

(Second Unitholder)

(Third Unitholder)

Date :

Place :¹

¹ Not required for online acceptance of agreement. To be given only in case of physical PIN agreement.