

This Agreement (hereinafter referred to as the "Agreement") is made and entered into on this.....day of..... 200..... between UTI Asset Management Company Limited, a company incorporated under the Companies Act, 1956, having its Registered office at UTI Tower, Gn Block, Bandra Kurla Complex, Bandra (East) Mumbai 400 051 hereinafter referred to as "UTIAMC" (which expression shall unless repugnant to the context of meaning thereof shall mean and include its successors, and permitted assigns) of the one part and

Note: Please fill the form in BLOCK letters. All fields are mandatory. PIN will be allotted subject to the PIN Application Form being complete in all respects. For multiple folios, Unit holding pattern should be the same i.e. names and order of holding of all Unit holder(s) in all the folios should be the same. If not, use separate forms. In case of multiple folios one PIN per folio will be allotted. 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.

Folio No. /s' [Grid for folio numbers]

Name of Sole / 1st applicant [Mr. Ms.] PAN: [Grid]

Name of Parent/ Guardian In case of Minor- applicant - [Mr. Ms.]

Name of 2nd applicant [Mr. Ms.] PAN: [Grid]

Name of 3rd applicant [Mr. Ms.] PAN: [Grid]

hereinafter referred to as the Unitholder/s (which expression shall unless repugnant to the context of meaning thereof shall mean and include his heirs, successors, legal representatives, executors and permitted assigns) of the second part.

Address: [Grid]

Email ID Sole / 1st applicant where the transaction confirmation will be sent: [Grid]

The Terms and Conditions set out this Agreement are a binding contract between the Unitholder/s and UTI AMC for use of Personal Identification Number (PIN) for Transacting On-line through Internet on UTI Mutual Fund's website www.utimf.com using the PIN Facility offered by UTI Mutual Fund through its Investment Manager, UTIAMC and Registrar, Karvy Computershare Pvt. Ltd. (hereinafter referred to as 'Registrars').

Unitholder/s hereby confirm/s that he/ she/they has/have read this Agreement carefully and by signing this agreement the Unitholder/s acknowledge/s that unitholder/s has/ have read, understood and agree to be legally bound by the terms and conditions of this Agreement.

WHEREAS:

UTIAMC is registered with Securities and Exchange Board of India (SEBI) to act as the Investment Manager for the Schemes of UTI Mutual Fund represented through UTI Trustee Company Pvt. Ltd. (hereinafter referred to as UTIMF).

UTIMF has a dedicated website in the name and style of www.utimf.com (hereinafter referred to as the "website"), which provides information and downloads relating to UTIMF including the facility of Online subscription/ redemptions of units and such other services/ facilities as detailed in this agreement or as may be notified by UTIAMC from time to time.

UTIMF through its service provider(s) (hereinafter referred to as "Service Providers") offer the facility of transacting on-line through Internet for the convenience of its Unitholders and to help the unitholders to gain access to their portfolio of investments in UTIMF, for administering and managing the same effectively and efficiently using a Personal Identification Number (hereinafter referred to as "PIN");

WHEREAS:

The Unitholder/s is / are desirous of availing the services/facilities available through the Website and UTIAMC is willing to provide such services/ facilities to the Unitholder/s subject to the following the terms and conditions :

TERMS OF SERVICES

Unitholder's Consent & Authorisation for the Online Transactions:

The Unitholder hereby consents and authorises UTIAMC, who may authorise any of its service providers, to extend the PIN Facility for the Designated Account(s) of the Unitholder/s, including an irrevocable authorisation to UTIAMC to act upon any electronic or telephonic instructions given to UTIAMC by the Unitholder through use of the PIN Facility and through the PIN, user name, password in connection with the Online Transactions (hereinafter referred to as the "Instructions"), including viewing of Designated Accounts and performing the Online Transactions under the accounts through the website and as may be permitted by UTIAMC under the PIN Facility from time to time.

For the purposes of this Agreement:

"Website" shall mean the website of UTIMF www.utimf.com or any other website which UTIAMC may announce from time to time.

UTIAMC reserves the right to change, amend or modify the website and/or telephone number as may be intimated from time to time.

"Master Account" shall mean the Folio Number allotted to the unitholder/s and hereinafter referred to as "Folio Number".

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

UTIMF / UTI Trustee Company Pvt. Ltd. / UTIAMC 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.

PROCEDURE

Issuance of PIN, Security & confidentiality of the information:

A unitholder registering for this facility shall be issued a PIN by the service provider against each Folio Number, after UTIAMC / its service provider satisfies itself that the signature on the PIN Agreement matches with the signature of the Unitholder/s in the record of UTIAMC. A Unitholder having multiple Folios with UTIAMC shall be issued a separate / specific PIN for each Folio.

If a Folio is held by more than one unitholder, separate PINs shall be issued to the each joint holder under the Folio. If the holding basis of the Folio is "Joint", PIN of each unitholder will be required to be entered for any transaction. If the holding basis of the Folio is "Anyone or Survivor", PIN of any one unitholder will be sufficient for conducting any transaction.

The Unitholder agrees that pursuant to this Agreement, the UTIAMC/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 UTIAMC/ its service provider.

UTIAMC will record a change in the Unitholder's address only on the basis of written instructions from the Unitholder, subject to signature verification / validation as per normal procedure.

The Unitholder shall be responsible to confirm receipt of the PIN to UTIAMC/ 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 unitholder or due to unitholder having forgotten / misplaced the PIN, a request for issue of a duplicate PIN shall be considered only on receipt of a written request from the Unitholder subject to signature verification / validation and compliances of all procedures as may be required by UTIAMC for such purpose.

The Unitholder shall use the PIN to generate a user-name and password 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 UTIAMC over the Internet in respect of his folios.

The unitholder/s shall have a facility/option to change the PIN allotted by the service provider to a PIN of his/choice and to make the PINs uniform, in the event of having multiple PINs if the mode of holding is same across all the folio numbers.

It shall be the sole responsibility of the unitholder/s 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. UTIAMC in such cases will not accept any kind of responsibility or liability for any loss, damage or harm.

Access to the Facility:

In order to access the Facility for the first time through the website, the Unitholder/s shall be required to create a unique login name (username) and password at the web site. The user may thereafter, map other Folio Number/s, using the corresponding PIN/s. The unitholder/s may then access the facility by entering his unique username and password on the web site.

Services Offered:

The Unitholder may access the following services using PIN, the user-name and password facility (hereinafter referred to as the "Facility"),

(A) Through Internet:

- Subscription and Additional Subscription to various schemes of UTIMF, including any new Schemes of UTIMF launched by UTIAMC from time to time and which are made available by UTIAMC for the purpose of conducting such Online transactions.
Switching units from one scheme / plan / option to another.
Redemption of units.
Change of PIN & Password
Viewing Portfolio and Transaction history
Printing of Account Statements, including facility to request for email / Fax back thereof.

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

WARRANTIES

UTIAMC will take best efforts to keep the Website updated on a daily basis, so as to provide current information to Unitholder/s. The Unitholder/s 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.

UTIAMC agrees to take best efforts to protect security of the data placed on the Internet and has for this purpose, required the service provider to sign a confidentiality agreement specifying confidentiality of the data and to restrict external access to the database on the Internet.

The service provider shall ask the Unitholder/s to enter his/her/its user name and password and PIN or any other transaction specific details before accepting instructions on behalf of UTIAMC .

UTIAMC / its service provider may, in the interest of the Unitholder/s, request a fax confirmation of the instructions and any additional information UTIAMC may require. In such an event, UTIMF/UTIAMC shall not be bound to act on electronic instructions received, until the said fax confirmation and additional information is received from the Unitholder/s, in a form and manner acceptable to UTIAMC.

The Unitholder confirms and agrees that he/she/they shall at all times be bound by any modification and/or variations made to the Terms and Conditions hereof and as notified on the Website.

[Signatures of Sole / 1st Holder, 2nd Holder, 3rd Holder]

"Signature of Sole / 1st Holder or Parent / Guardian in case of minor"

Signature of 2nd Holder:

Signature of 3rd Holder:

Please sign on all pages

Date: _____

UTIMF/UTIAMC 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.

UTIAMC or the service provider shall have the absolute discretion to amend or supplement any of the terms at any time and will endeavor to give prior notice on the website / through email for such changes wherever feasible.

UTIAMC / its service provider may, in its absolute discretion, decide not to carry out any such transaction where the service provider or UTIAMC 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.

DISCLAIMERS:

UTIMF, UTI Trustee Company Pvt. Ltd., UTIAMC and / or the service provider shall not be liable for any unauthorized usage of the PIN & the Unit holder/s fully indemnifies and holds UTIMF, UTI Trustee Company Pvt. Ltd., UTIAMC and the service provider harmless against any action, suit, proceedings initiated against them or any loss, cost or damage incurred by them as a result thereof. Further, UTIMF, UTI Trustee Company Pvt. Ltd., UTIAMC and / or the service provider shall not be liable in any manner 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, UTIMF, UTI Trustee Company Pvt. Ltd., UTIAMC and / or 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, 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 / website UTIMF UTI Trustee Company Pvt. Ltd., UTIAMC and / or its service provider shall also not be responsible for any failure on part of the unit holder to utilize the facility due to the Unit Holder not being within the geographical range within which the Facility is offered.

UTIAMC or the Registrars, the service provider have 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 Unit holder.

UNITHOLDER/S COVENANTS:

The Unitholder/s hereby agrees, covenants and undertakes that : the facilities being provided herein are additional facilities being provided by UTIMF / UTIAMC and the Unitholder/s shall not demand such facilities as a matter of right and the Unitholder/s may utilize the facilities at his / her sole risks, costs and consequences,

UTIMF / UTIAMC may, at its sole discretion, add, modify, withdraw any facilities being provided herein, access of any facility by the use of the user name, password or the PIN, as the case may be, shall be deemed acceptance of the other terms and conditions of the offer documents of the respective scheme of UTIMF and all other terms and conditions as posted on the Website and the Unitholder/s will unequivocally be bound by such terms and conditions.

The Unitholder/s shall at all times be bound by any modification and/or variations made to the other Terms and Conditions and as notified on the Website.

UTIMF / UTIAMC or the service provider 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 authorises UTIAMC /Registrar and its service provider to execute, comply with all or any instruction(s) given to UTIAMC through use of the facilities available on the website.

Any instruction given to UTIAMC / Registrar through use of the internet facility and through the PIN, User name, Password (herein referred to as the "Instructions") shall be deemed to have been given by the Unitholder/s to UTIAMC/Registrar/service provider and UTIAMC/Registrar / service provider shall be entitled to assume that the said instructions are given by the Unitholder/s and UTIAMC/Registrar shall be protected/service provider for acting thereon.

It shall be the sole responsibility of the Unitholder/s to ensure adequate protection, confidentiality and secrecy of the user name and password and the PIN and any disclosure thereof to any other person or the usage after any such disclosure shall be entirely at the unitholders risk.

To notify immediately UTIAMC or the service provider if a record of the PIN or password, is lost or stolen or if the Unitholder/s 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/s in such an event, UTIAMC/ its service provider will cancel the PIN or password and arrange to generate and issue a new PIN / Password in the interest of the unitholder.

The Unitholder/s shall be responsible for all the transactions conducted by using the Facility and will abide by the record of the transactions generated by UTIAMC / Registrar / Service Provider. Further such records generated by shall be conclusive proof and binding for all purposes and may be used as conclusive evidence in any proceedings.

The Unitholder/s shall be solely responsible for ensuring adequate security measures to help prevent unauthorized access or use of the Facility to his/ her/their transactions, PIN, Password and bank accounts, and UTIMF / UTI Trustee Company Pvt. Ltd., UTIAMC, Service Provider , its Registrar shall not be liable of any such unauthorized access to comply with all applicable laws and statutory requirements and to be bound by and to diligently follow and ensure compliance with the applicable rules, regulations etc. including SEBI Regulations.

UTIMF / UTI Trustee Company Pvt. Ltd., UTIAMC, its Registrar / service provider shall not be required to acknowledge receipt of any instructions nor shall be responsible to verify any instructions. UTIAMC, its Registrar / service provider 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, UTIAMC, its Registrar / 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 or of interception of information over internet, notwithstanding the secure method of transmitting information adopted by UTIAMC, its Registrar / its service providers, and that such a risk will be borne by the Unitholder and that UTIMF / UTI Trustee Company Pvt. Ltd., UTIAMC, its Registrar / service provider shall not be liable for the same.

All records of UTIAMC/ Registrar/service provider, whether in electronic form, magnetic medium, documents or any other form 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/s.

In case of any discrepancy in the details of any transaction carried out in respect of the Unitholders' account, the Unitholder shall intimate UTIAMC / Registrar and the service provider 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.

The Unitholder/s shall be fully liable to UTIMF/UTIAMC/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 or its service provider be liable to the Unitholder for any special direct, indirect, consequential or incidental loss or damages even if the Unitholder has advised the Fund or its service provider of such possibility,

The Unitholder/s agrees that if any unauthorized person gains access to the Facility by using the Unitholder's PIN /Username and password, the Unitholder/s, agrees to at all times to indemnify UTIMF / UTIAMC, and its service providers and their officers, employees, and the 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, username 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 UTIMC.

UTIMF / UTIAMC / the Service Providers / the Registrars or their directors, employees, agents, executors, successors or assigns shall not be liable for claims, damages, losses, expenses, whether direct, indirect, consequential or incidental, whatsoever, due to:

- Non-availability or malfunctioning or interruption, defect, of the facilities mentioned herein, communication failure or for any failure to act upon Electronic Instructions or to provide any facility, misuse of the PIN, user name and password, or
- any misuse of any data placed on the Internet, any loss or corruption of data by third parties, "hacking" or unauthorized access of the server, or
- any failure to act upon instructions or to provide any facility for any cause that is beyond UTIMF/UTIAMC /Service Providers / Registrars' control.

NO WAIVER

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

DISCLAIMER

The Offer Documents of the Schemes of UTIMF provided on the website set forth concisely, the information about the Schemes that an investor should read and understand prior to investing. The Schemes have been prepared in accordance with the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, as amended, and filed with SEBI. However, the Units being offered for public subscription have not been approved or disapproved by SEBI nor has SEBI certified the accuracy or adequacy of the Offer Documents. All Users of the website are notified that any information thereon should be used in conjunction with traditional investment techniques, which may include obtaining by the unitholder applicable legal, accounting, tax or other professional advice or services at their own costs and responsibility.

CONFIDENTIALITY

UTIAMC / its service provider / Registrar shall keep the information relating to the transactions of the Unitholder using the Facility, confidential. Provided however that UTIAMC /Registrar / service provider shall be entitled to disclose any information or particulars pertaining to the Unitholder to any authority, statutory or otherwise as may be required by law or information which is already in public domain.

PRIVACY

UTIAMC shall not sell or market any personal information or personalized data of its unitholders to unaffiliated organizations. UTIAMC shall maintain the unitholders personal information and data according to reasonable standards of security and confidentiality.

TERMINATION

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

UTIAMC is also authorised to terminate the PIN Facility without prior notice on the occurrence of any event, which in the sole opinion of UTIAMC, may have a material or adverse impact on the Designated Account, or on the operations of the Schemes of UTIMF / UTIAMC / Registrar / Service Provider, 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 UTIAMC may, in its sole and absolute discretion deem proper.

For the purpose of interpretation, an event having a material or adverse impact shall include any event, which in the opinion of UTIAMC, shall impact the reputation of UTIMF / UTI Trustee Company Pvt. Ltd. / UTIAMC, its functioning, any potential losses to any of them, any event which in the opinion of UTIAMC would amount to a fraud on the Designated Account, or any other event which UTIAMC may, in its absolute discretion, decide would have an adverse impact on its operations. Provided, however, that any Electronic Instructions received by UTIAMC / Registrar / Service Provider, through the PIN Facility or any Online Transaction executed by the Unitholder, before the termination of this Agreement and disabling of the PIN Facility shall be considered to be a valid instruction to UTIAMC / Registrar / Service Provider to execute such Online Transaction.

GOVERNING LAW & JURISDICTION

This Agreement shall be 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 any dispute. The PIN and all the transactions carried out through the PIN are subject to the terms and conditions of the Offer Documents of the schemes of UTIMF, read with the addendums 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 UTIAMC, in accordance with the Arbitration & Conciliation Act, 1996.

MISCELLANEOUS:

The terms and conditions of this Agreement may be modified by UTIAMC from time to time for the purpose of ensuring compliance with the Securities and Exchange Board of India (Mutual Funds) Regulations, 1996, guidelines issued thereunder, as amended, from time to time and All the applicable laws, rules and regulations relating to mutual funds and pertaining to the PIN facility.

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, speed post, by fax, or by other electronic medium as agreed by both parties from time to time, at the following addresses:

- If to UTIAMC:**
Karvy Computershare Pvt Ltd
UTI Mutual Fund
 Near Image Hospital, Hbo: 1-90/2/10/E,
 Vithalrao Nagar, Madhapur,
 Hyderabad-500 081.
- If to the Unitholder:** At the address of the Unitholder as recorded with UTIAMC / Registrars. 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 and declare that I/we have read and understood the "Terms & Conditions of Personal Identification (PIN) usage and Online transactions" and also the "Disclaimer & Terms and Conditions" as posted on UTIMF Mutual Fund's website www.uti.com
 I/ we agree to abide by the norms, Terms & Conditions of PIN usage and online transactions, and agree not to hold UTIMF/UTIAMC responsible for my/our actions relating to the use of the PIN Facility.

"Signature of Sole / 1st Holder or Parent / Guardian in case of minor"

Signature of 2nd Holder:

Signature of 3rd Holder:

Please sign on all pages

Date: _____