AMENDMENT TO  
 AGENCY AGREEMENT  
  
 THIS AMENDMENT TO AGENCY AGREEMENT (this "Amendment") is entered into as of  
the first day of April, 2009 (the "Effective Date") by and between ADVISORS'  
INNER CIRCLE FUND, a business trust existing under the laws of the Commonwealth  
of Massachusetts, having its principal place of business at one Xxxxxxx Xxxxxx  
Xxxx, Xxxx, Xxxxxxxxxxxx 00000 (the "Trust") and DST SYSTEMS, INC., a  
corporation existing under the laws of the State of Delaware, having its  
principal place of business at 000 Xxxx 00(xx) Xxxxxx, 0(xx) Xxxxx, Xxxxxx Xxxx,  
Xxxxxxxx 00000 ("DST").  
  
 WHEREAS, the Trust and DST entered into that certain Agency Agreement on  
the 1(st) day of April, 2006 to be effective as of the 1(st) day of July, 2006  
(the "Agreement").  
  
 WHEREAS, the Trust and DST wish to amend the terms of the Agreement as  
outlined below.  
  
 NOW, THEREFORE, in consideration of the mutual promises, undertakings,  
covenants and conditions set forth herein, the Trust and DST agree as follows:  
  
 1. AMENDMENT TO AGREEMENT. With effect as of the Effective Date, the  
Agreement is hereby modified as follows:  
  
 (a) The Preamble to the Agreement on the first page is hereby deleted  
and the following is inserted in lieu thereof:  
  
 "THIS AGREEMENT made as of the 1(st) day of April, 2006, by and  
between the ADVISORS' INNER CIRCLE FUND, a business trust existing under the  
laws of the Commonwealth of Massachusetts, having its principal place of  
business at Xxx Xxxxxxx Xxxxxx Xxxxx, Xxxx, Xxxxxxxxxxxx 00000 (the "Trust") on  
behalf of each separate series of the Trust (each a "Fund") and each separate  
series of certain Funds (each a "Portfolio") maintained by a fund  
complex/management company as described and evidenced on each Advisor Complex  
Schedule attached hereto, and DST SYSTEMS, INC., a corporation existing under  
the laws of the State of Delaware, having its principal place of business at  
000 Xxxx 00(xx) Xxxxxx, 0(xx) Xxxxx, Xxxxxx Xxxx, Xxxxxxxx 00000 ("DST"):"  
  
 (b) A new section 4(H) is added as follows:  
  
 (H) DST and the Trust will execute a schedule (each, an "Advisor  
 Complex Schedule"), substantially in the form attached hereto as  
 Exhibit C, for each separate fund complex/management company  
 client of the Trust for whom the Trust retains DST to provide  
 services pursuant to this Agreement (each an "Advisor Complex").  
 Each Advisor Complex  
  
  
  
  
 Schedule will show (i) the name of the Advisor Complex, (ii) the  
 term for the Advisor Complex Schedule (which, unless otherwise  
 mutually agreed in writing, will be coterminous with the terms of  
 the relationship between the Trust and the Advisor Complex), and  
 (iii) the fees to be paid by the Trust to DST pursuant to Section  
 6 with respect to such Advisor Complex.  
  
 (c) Section 6(A) is hereby deleted in its entirety and the following is  
inserted in lieu thereof:  
  
 In consideration for its services hereunder as Transfer Agent and  
 Dividend Disbursing Agent, the Trust will pay to DST from time to  
 time a reasonable compensation for all services rendered as  
 Agent, and also, all its reasonable billable expenses, charges,  
 counsel fees, and other disbursements ("Compensation and  
 Expenses") incurred in connection with the agency. Such  
 compensation shall be calculated with respect to each Advisor  
 Complex as set forth on each Advisor Complex Schedule or, if no  
 separate fee schedule is agreed in an Advisor Complex Schedule  
 with respect to a particular Advisor Complex, such fees set forth  
 Exhibit A attached hereto and incorporated herein by reference.  
 If the Trust has not paid such Compensation and Expenses to DST  
 within a reasonable time, DST may charge against any monies held  
 under this Agreement, the amount of any Compensation and/or  
 Expenses for which it shall be entitled to reimbursement under  
 this Agreement.  
  
 (d) A new Section 18(L) is added as follows:  
  
 (L) In connection with the enactment of the Red Flags  
 Regulations (the "Regulations") promulgated jointly by the  
 Office of the Comptroller of the Currency, Treasury (OCC); Board  
 of Governors of the Federal Reserve System (Board); Federal  
 Deposit Insurance Corporation (FDIC); Office of Thrift  
 Supervision, Treasury (OTS); National Credit Union  
 Administration (NCUA); and Federal Trade Commission (FTC or  
 Commission) implementing section 114 of the Fair and Accurate  
 Credit Transactions Act of 2003 (FACT Act) and final rules  
 implementing section 315 of the FACT Act  
  
 (1) DST shall assist the Trust to fulfill the Trusts'  
 responsibilities under certain provisions of the Regulations  
 that focus on certain business processes that represent key  
 activities of the transfer agent/service provider function,  
 as set forth in the DST identity theft program (the  
 "Identity Theft Program"), a current copy of which has  
 hitherto been made available to Trust. These business  
 processes are set forth in the Identity Theft Program. DST  
 reserves the right to make changes thereto as experience  
 suggests alternative and better ways to  
  
  
  
perform the affected function. DST shall provide Trust with written notice of  
any such changes thereto.  
  
 (2) DST shall: (1) perform the procedures set forth in the Identity  
Theft Program, as amended by DST from time to time, which pertain to DST's  
performance of those transfer agency services in accordance with the terms and  
conditions set forth in this Agreement, (ii) implement and maintain internal  
controls and procedures reasonably necessary to insure that DST's employees act  
in accordance with the Identity Theft Program, and (iii) provide Trust with  
written notice of any material changes made to the Identity Theft Program.  
  
 (3) Notwithstanding the foregoing, DST's obligations shall be solely  
as are set forth in this Section 18(L) and in the Identity Theft Program and  
any obligations under the Regulations that DST has not agreed to perform under  
such Identity Theft Program or under this Agreement shall remain the sole  
obligation of the Trust(s) or the Trust, as applicable.  
  
 (4) With respect to the Identity Theft Program, DST will permit duly  
authorized governmental and self-regulatory examiners to make periodic  
inspections of its operations as such would involve Trust and the Trusts to  
obtain, INTER ALIA, information and records relating to DST's performance of  
its obligations under the Identity Theft Program and to inspect DST's  
operations for purposes of determining DST's compliance with the Identity Theft  
Program. Any costs imposed by such examiners in connection with such  
examination (other than fines or other penalties arising solely out of DST's  
failure to fulfill its obligations under the Identity Theft Program) shall be  
paid by Trust.  
  
  
 (e) Section 21 is hereby deleted in its entirety and the following is  
inserted in lieu thereof:  
  
21. TERMINATION OF AGREEMENT.  
  
A. This Agreement shall be in effect from the date set forth at the beginning  
 of this Agreement through March 30, 2014 and thereafter shall automatically  
 renew for successive three (3) year terms (each such period, a "RENEWAL  
 TERM") unless terminated by any party giving written notice of non-renewal  
 at least six (6) months' prior to the last day of the then current term  
 (the date on which such notice is due shall be referred to as the  
 "Non-Renewal Notification Date") to each other party hereto; provided that  
 DST shall deliver a written reminder (the "Renewal Reminder") to the Trust  
 of the Non-Renewal Notification Date not more than 120 days and not less  
 than ninety (90) days prior to such date. In the event DST fails to provide  
 the Renewal Reminder within the prescribed period prior to the Non-Renewal  
 Notification Date and the Trust does not provide DST  
  
  
  
  
 with a notice of non-renewal, then the subsequent Renewal Term shall be  
 twelve (12) months, rather than three (3) years; provided, however, in the  
 event DST provides the Trust a Renewal Reminder not more than 120 days and  
 not less than ninety (90) days prior to the expiration of any such 12 month  
 Renewal Term, the subsequent Renewal Term (i.e., the Renewal Term effective  
 upon the expiration of the twelve (12) month Renewal Term), shall be for  
 thirty-six (36) months unless this Agreement is terminated by any party  
 giving written notice of non-renewal at least six (6) months' prior to the  
 last day of the then current term. Each Advisor Complex Schedule shall  
 automatically terminate upon termination of this Agreement in accordance  
 with this Section 21. In addition, either party may terminate this  
 Agreement or an Advisor Complex Schedule in the following manner and under  
 the following circumstances:  
  
 (i) WITH RESPECT TO A TERMINATION FOR BREACH UNDER SECTION 21.B. OF THIS  
 AGREEMENT: upon such date as is specified in a written notice given by the  
 terminating party in the event of a material breach of this Agreement by  
 the other party, provided the terminating party (A) gives the breaching  
 party such notice of termination within forty-five days after the  
 terminating party becomes aware of the occurrence of such material breach  
 and (B) has notified the other party of such material breach at least  
 thirty (30) days prior to the specified date of termination. The breaching  
 party shall have thirty (30) days after receipt of the notice of  
 termination to cure the breach or, if the breach is not capable of remedy  
 within thirty (30) days, to commence actions, which if appropriately  
 pursued would result in the curing of such breach and to thereafter  
 appropriately pursue such actions. Where the material breach is not  
 remedied or an appropriate remedy is not undertaken and pursued as  
 previously set forth, DST will be due fees from the Trust at the regular  
 rates as set forth in the then applicable Fee Schedule for an additional  
 three (3) month period. At the end of such three (3) month period, or such  
 other time as mutually agreed to in writing by the parties hereto, this  
 Agreement shall terminate and the Trust's data shall be deconverted from  
 TA2000 to the new recordkeeping and processing system chosen by the Trust.  
 If the material breach is remedied or an appropriate remedy is undertaken  
 and pursued as previously set forth within such thirty (30) day cure  
 period, the Agreement shall continue for the remainder of the then current  
 Term and any future Terms to which the parties have committed at such time.  
  
 (ii) WITH RESPECT TO A TERMINATION OF AN ADVISOR COMPLEX SCHEDULE: An  
 Advisor Complex Schedule may be terminated effective as of the expiration  
 of the then current term specified on the Advisor Complex Schedule by  
 either party giving to the other party the amount of prior written notice  
 prior to the such expiration specified in the applicable Advisor Complex  
 Schedule, provided, however, that the effective date of any termination  
 shall not occur during the period from December 15 through March 30 of any  
 year to avoid adversely impacting year end. For clarification, a  
 termination of any Advisor Complex Schedule shall have no effect on any  
 other Advisor Complex's applicable Advisor Complex Schedule and such other  
 Advisor Complex Schedules will remain active on TA2000 under the Trust and  
 this Agreement shall remain in full force and effect for those other  
 Advisor  
  
  
  
 Complex's who remain active on TA2000. In event of a termination under this  
 subsection, no termination fee shall be owed by the terminating party to  
 the other party; provided, however, the Trust will be responsible for all  
 deconversion costs with respect to the deconversion of the applicable  
 Advisor Complex.  
  
 (iii) WITH RESPECT TO A TERMINATION FOR BREACH UNDER SECTION 21.C. OF THIS  
 AGREEMENT: upon such date as is specified in a written notice given by the  
 terminating party in the event of a material breach of an Advisor Complex  
 Schedule or a material breach of this Agreement by the other party,  
 provided the terminating party (A) gives the breaching party such notice of  
 termination within forty-five days after the terminating party becomes  
 aware of the occurrence of such material breach and (B) has notified the  
 other party of such material breach at least thirty (30) days prior to the  
 specified date of termination, The breaching party shall have thirty (30)  
 days after receipt of the notice of termination to cure the breach or, if  
 the breach is not capable of remedy within thirty (30) days, to commence  
 actions, which if appropriately pursued would result in the curing of such  
 breach and to thereafter appropriately pursue such actions. Where the  
 material breach is not remedied or an appropriate remedy is not undertaken  
 and pursued as previously set forth, DST will be due fees from the Trust at  
 the regular rates as set forth in the then applicable Fee Schedule for an  
 additional three (3) month period. At the end of such three (3) month  
 period, or such other time as mutually agreed to in writing by the parties  
 hereto, the applicable Advisor Complex Schedule shall terminate and the  
 applicable Advisor Complex's data shall be deconverted from TA2000 to the  
 new recordkeeping and processing system chosen by the Advisor Complex,  
 provided, however, a termination of any Advisor Complex Schedule pursuant  
 to this Section shall have no effect on any other Advisor Complex Schedule  
 and such other Advisor Complex Schedules will remain active on TA2000 under  
 the Trust and this Agreement shall remain in full force and effect for  
 those other Advisor Complexes who remain active on TA2000. If the material  
 breach is remedied or an appropriate remedy is undertaken and pursued as  
 previously set forth within such thirty (30) day cure period, the  
 applicable Advisor Complex Schedule shall continue for the remainder of the  
 then current Term and any future Terms to which the parties are committed  
 as specified on the Advisor Complex Schedule.  
  
B. Each party, in addition to any other rights and remedies, shall have the  
 right to terminate this Agreement forthwith upon the occurrence at any time  
 of any of the following events with respect to the other party:  
  
 (1) The bankruptcy of the other party or its assigns or the appointment of  
 a receiver for the other party or its assigns; or  
  
 (2) Failure by the other party or its assigns to perform its duties in  
 accordance with the Agreement, which failure materially adversely affects  
 the business operations of the first party and which failure continues for  
 thirty (30) days after receipt of written notice from the first party.  
  
C. Each party, in addition to any other rights and remedies, shall have the  
 right to terminate an Advisor Complex Schedule forthwith upon the  
 occurrence at any  
  
  
  
  
 time of failure by the other party or its assigns to perform its duties in  
 accordance with the Agreement or such Advisor Complex Schedule, which  
 failure materially adversely affects the business operations of the first  
 party or the applicable Advisor Complex and which failure continues for  
 thirty (30) days after receipt of written notice from the first party.  
  
D. In the event of the full termination of this Agreement or a termination of  
 an Advisor Complex Schedule, the Trust will promptly pay DST all amounts  
 due to DST under this Agreement and DST will use its reasonable efforts, in  
 accordance with acceptable industry standards, to transfer the records of  
 the Trust (or deconverting Advisor Complex, if a termination of a Advisor  
 Complex Schedule, but not the full termination of the Agreement) to the  
 designated successor transfer agent (or a place designated by the Trust in  
 case of a liquidating termination) within a reasonable time period, to  
 provide reasonable assistance to the deconverting Advisor Complex and its  
 designated successor transfer agent, and to provide other information  
 relating to its services provided hereunder (subject to the recompense of  
 DST for such assistance at its standard rates and fees for personnel then  
 in effect at that time); provided, however, as used herein "reasonable  
 assistance" and "other information" shall not include assisting any new  
 service or system provider to modify, alter, enhance, or improve its system  
 or to improve, enhance, or alter its current system, or to provide any new  
 functionality or to require DST to disclose any DST Confidential  
 Information, as hereinafter defined, or any information which is otherwise  
 confidential to DST.  
  
E. If, prior to converting from the TA2000 System, a Fund or Portfolio  
 thereof is unable to obtain a commitment from the new transfer agent that  
 the new transfer agent will perform year end reporting (tax or otherwise)  
 for the entire year and mail and file all reports, including by way of  
 example and not limitation, reports or returns of Form 1099, 5498,m 945,  
 1042 and 10425, annual account valuations for retirement accounts and year  
 end statements for all accounts and any other reports required to be made  
 by state governments or the federal government or regulatory agencies (the  
 "Returns") (i) DST shall perform year end reporting as instructed by the  
 Fund for the portion of the year DST served as transfer agent and (ii) DST  
 shall be paid therefore a monthly per CUSIP fee (in addition to any  
 applicable Closed CUSIP Fee) through the end of the last month during which  
 the last Return or form is filed (at its standard rate and fees for  
 personnel then in effect at that time). The Fund will cause the new  
 transfer agent to timely advise DST of all changes to the shareholder  
 records effecting such reporting by DST (including but not limited to all  
 account maintenance and any "as of" processing) until all DST reporting  
 obligations cease; and DST shall have no further obligations to the Fund,  
 and the Trust hereby indemnifies, or shall cause the Fund to indemnify. DST  
 and holds, or shall cause the Fund to hold, DST harmless against any  
 Adverse Consequences arising out of or resulting from the failure of the  
 new transfer agent to timely and properly advise DST as required by this  
 Agreement or which could have been avoided if the new transfer agent had  
 timely and properly advised DST thereof or which occur after the Trust or  
 the Fund  
  
  
  
  
 ceases to pay DST to maintain the Fund data on the XXXX System and DST  
 purges the data of the Fund from the TA2000 System.  
  
F. In the event of a termination by a Fund or Portfolio which is liquidating  
 and distributing the proceeds thereof to such shareholders and thereafter  
 closing, such Fund or Portfolio shall use reasonable efforts to provide DST  
 at least three (3) months prior written notice of such liquidation,  
 distribution and closing. In such event, DST may charge reasonable fees as  
 set forth in the then existing Fee Schedule and reasonable fees for account  
 maintenance and processing and for all expenses incurred on the terminated  
 Liquidating Fund's, Portfolio's or Class' behalf, for the time period  
 required to complete the liquidation and/or maintain the Liquidating Fund,  
 Portfolio or Class on DST's TA2000 System for the provision of services,  
 including services in connection with Internal Revenue Service reporting or  
 other required regulatory reporting. All such fees shall be reviewable by  
 the Trust for reasonableness and shall be paid monthly by the Trust until  
 the liquidation is complete and the liquidating Fund or Portfolio is purged  
 from the TA2000 System and DST's services are no longer being utilized.  
  
 (f) A new Section 22(D) is added as follows:  
  
 Throughout the Term, DST shall comply with Exhibit D (DST Information  
 Protection Program), which is made a part of this Agreement and applies to  
 the Transfer Agency. The policies and procedures specified in Exhibit D  
 (DST Information Protection Program) are subject to change at any time  
 provided that the protections afforded thereby will not be diminished in  
 comparison with those provided by DST to the Trust prior to the execution  
 of this Agreement. DST will be reasonably available to meet with and  
 provide reasonable assurances to the Trust concerning its data security  
 procedures.  
  
 (g) Exhibit A is hereby amended to delete the paragraph under the heading,  
 "2. Fee Increases" under the heading "NOTES TO THE ABOVE FEE SCHEDULE" in  
 its entirety and replace it as follows:  
  
2. FEE INCREASES  
  
The fees payable under each Advisor Complex Schedule shall increase annually,  
effective as of each anniversary of the Effective Date of such Advisor Complex  
Schedule, by an amount not to exceed the percentage increase, if any, in the  
Consumer Price Index for all Urban Consumers (CPI-U) in the Kansas City,  
Missouri-Kansas Standard Metropolitan Statistical Area, All Items, Base  
1982-1984=100, as reported by the Bureau of Labor Statistics, since the last  
anniversary date; provided, however, if the percentage increase in the CPI-U  
since the last anniversary date exceeds five percent (5%) the fee increase  
shall be limited to five percent (5%) and the amount by which the percentage  
increase in the CPI-U exceeds five percent (5%) may be charged in later years,  
provided in no year will the fee increase exceed five percent (5%). If the  
Bureau of Labor Statistics ceases  
  
  
to publish such Consumer Price Index for all Urban Consumers, DST shall in good  
faith select an alternate adjustment index.  
  
 (h) A new Exhibit C (Advisor Complex Schedule) is hereby added to the  
Agreement as set forth in Attachment I hereto.  
  
 2. EFFECT ON AGREEMENT. As of the Effective Date, this Amendment  
shall be effective to amend the Agreement and to the extent of any conflict  
between the Agreement and this Amendment, this Amendment supercedes and  
replaces the Agreement.  
  
 3. EXECUTION IN COUNTERPARTS/FACSIMILE TRANSMISSION. This Amendment  
may be executed in separate counterparts, each of which will be deemed to be an  
original and all of which, collectively, will be deemed to constitute one and  
the same Amendment. This Amendment may also be signed by exchanging facsimile  
copies of this Amendment, duly executed, in which event the parties hereto will  
promptly thereafter exchange original counterpart signed copies hereof.  
  
 4. TERMINOLOGY. The words "include", "includes" and "including" will  
be deemed to be followed by the phrase "without limitation". The words  
"herein", "hereof", "hereunder" and similar terms will refer to this Amendment  
unless the context requires otherwise.  
  
 5. AGREEMENT IN FULL FORCE AND EFFECT. Except as specifically  
modified by this Second Amendment, the terms and conditions of the Agreement  
shall remain in full force and effect, and the Agreement, as amended by this  
Amendment, and all of its terms, including, but not limited to any warranties  
and representations set forth therein, if any, are hereby ratified and  
confirmed by the Trust and DST as of the Effective Date.  
  
  
 6. CAPITALIZED TERMS. All capitalized terms used but not defined in  
this Amendment will be deemed to be defined as set forth in the Agreement.  
  
 7. AUTHORIZATION. Each party hereby represents and warrants to the  
other that the person or entity signing this Amendment on behalf of such party  
is duly authorized to execute and deliver this Amendment and to legally bind  
the party on whose behalf this Amendment is signed to all of the terms,  
covenants and conditions contained in this Amendment.  
  
 8. GOVERNING LAW. This Amendment shall be construed according to and  
governed by the laws of the State of Delaware.  
  
  
  
 IN WITNESS WHEREOF, the parties have caused this Second Amendment to  
be executed by their duly authorized representatives as of the date first  
written above.  
  
ADVISORS' INNER CIRCLE FUND  
  
By: /s/ Xxxx Xxxxxxxxx  
 ------------------  
Printed Name: Xxxx Xxxxxxxxx  
Title: President  
  
DST SYSTEMS, INC.  
  
By: /s/ Xxxxxx X. Xxxxxxx  
 ---------------------  
Printed Name: Xxxxxx X. Xxxxxxx  
Title: Vice President  
  
  
  
 ATTACHMENT I  
  
 EXHIBIT C TO THE AGENCY AGREEMENT BETWEEN  
 DST AND ADVISORS' INNER CIRCLE FUND  
  
 PAGE 1 OF 2  
  
 ADVISOR COMPLEX SCHEDULE  
  
This ADVISOR COMPLEX SCHEDULE (this "Schedule") to the Agreement (as amended,  
the "Agreement") originally made as of the 1(s)` day of April, 2006, by and  
between the ADVISOR'S INNER CIRCLE FUND, a business trust existing under the  
laws of the Commonwealth of Massachusetts, having its principal place of  
business at Xxx Xxxxxxx Xxxxxx Xxxx, Xxxx, Xxxxxxxxxxxx 00000 (the "Trust") and  
DST SYSTEMS, INC., a corporation existing under the laws of the State of  
Delaware, having its principal place of business at 000 Xxxx 00(xx) Xxxxxx,  
0(xx) Xxxxx, Xxxxxx Xxxx, Xxxxxxxx 00000 ("DST") is entered into by and between  
DST and the Trust as of the \_\_\_ day of \_\_\_\_\_\_\_ , 20\_"  
  
1. ADVISOR COMPLEX. Subject to the Terms and conditions contained in the  
Agreement, DST shall provide the Services specified therein to the Trust on  
behalf of \_\_\_\_\_\_\_\_\_\_\_  
  
2. TERM. This Advisor Complex Schedule shall continue until \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
3. REQUIRED NOTICE PRIOR TO EXPIRATION. The amount of prior written notice  
required pursuant to Section 21(a)(ii) is \_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
4. FEES. In consideration for its services to the Trust as Transfer Agent and  
Dividend Disbursing Agent on behalf of the Advisor Complex specified in this  
Advisor Complex Schedule, the Trust will pay to DST from time to time a  
reasonable compensation for all services rendered as Agent, and also, all its  
reasonable billable expenses, charges, counsel fees, and other disbursements  
("Compensation and Expenses") incurred in connection with the agency. Such  
compensation is set forth on Exhibit A attached hereto and incorporated herein  
by reference.  
  
5. MISCELLANEOUS. This Advisor Complex may be executed in one or more  
counterparts, each of which shall be deemed an original and all or which  
together shall constitute one and the same Advisor Complex Schedule.  
  
  
  
 EXHIBIT C TO THE AGENCY AGREEMENT BETWEEN  
 DST AND ADVISORS' INNER CIRCLE FUND  
  
 PAGE 2 OF 2  
  
 IN WITNESS WHEREOF, each party hereto has caused the Advisor Complex  
Schedule to be executed on its behalf as of the date first above written.  
  
ADVISORS INNER CIRCLE DST SYSTEMS, INC.  
FUND  
  
By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  
  
  
  
  
  
 EXHIBIT D TO THE AGENCY AGREEMENT  
 BETWEEN DST AND ADVISORS' INNER CIRCLE FUND  
  
 PAGE 1 OF 1  
  
 DST INFORMATION PROTECTION PROGRAM  
  
DST has a formal Information Protection Program (IPP) that was established and  
exists as a working roadmap for DST security. DST does Risk Assessments,  
Security Assessments, Security Awareness for the corporation as a whole,  
targeted training for specific applicable groups, and other security related  
activities. DST has a program and process pursuant to which DST reviews its  
technology and architecture and security requirements and needs.  
  
Integral to the function of the IPP are the Information Protection Committee  
(IPC) and the Information Protection Board (IPB). The IPC convenes periodically  
during the year and is responsible for 1) identifying, measuring and rating  
risks, 2) approving policies, standards, and practices, and 3) assessing and  
reporting progress towards compliance. The IPB convenes periodically during the  
year and is responsible for providing executive level oversight and guidance to  
the Information Protection Program.  
  
A component of the IPP is DST's Policies, Control Standards, and Technology  
Baselines. DST's Security Management Console (SMC) is an on-line system DST  
obtained from Xxxxxx Technologies that provides Security Policies, Control  
Standards, and Technical Baselines, oriented to the financial industry. The  
policies and standards incorporated in the SMC are designed to be consistent  
and evolve with IS027001, HIPAA, Data Protection Act of 1998, IS Forum  
Standards, FFIEC IS Booklet, and MAS to the extent DST deems them applicable to  
its business.  
  
DST has in place security log and activity monitoring, on a 24x7x365 basis. DST  
has an Intrusion Detection System (IDS) implemented to keep us informed on  
network activity. DST has an incident response process to deal with  
unexplainable logs and activities that are observed. This process is reviewed  
for validity and effectiveness for the purpose. DST uses third party security  
reviews to also provide the information to support DST's security efforts.  
  
All of the foregoing policies and procedures are subject to regular review and  
modification without notice, it being agreed that (i) no change to the  
foregoing shall diminish the over-all level of security and protections  
afforded to Trust Data as maintained on TA2000 and the DST Facilities and (ii)  
DST hereby undertakes that it shall at all times have in place data security  
policies and standards that are reasonably designed to be consistent and evolve  
with IS027001, HIPAA, Data Protection Act of 1998, IS Forum Standards, FFIEC IS  
Booklet, and MAS to the extent DST reasonably deems them applicable to its  
business.