

**UNDERTAKING FOR DEALING IN MUTUAL FUND UNITS ON BSE StAR/ NSE MFSS**

Date:

To,  
**PhillipCapital (India) Pvt. Ltd. (PhillipCapital)**  
Lower Parel (West), Mumbai -400013

I / We am / are at my / our own free will and consent wish to invest in mutual fund offered by BSE StAR and/or NSE MFSS platform through PhillipCapital.

I / we hereby undertake and declare that I / We:

1. Understand the various risks involved in investing in Mutual Fund schemes and I / we shall be wholly and solely responsible for all my/our investment decisions and instructions.
2. Shall be bound by circulars issued by SEBI, BSE, NSE, mutual fund, their AMCs, RTAs, Clearing Corporation or any other related entity and Rules, Bye-laws, Regulations and circulars issued there under as may be in force from time to time.
3. Understand that PhillipCapital shall not be liable in any manner whatsoever for delay or non performance or non payment by the Stock Exchange(s), Clearing Corporation, Depository, respective Mutual Fund or their Asset Management Company's (AMC) or Registrar and Transfer Agent's (RTA) or any other related entity.
4. Shall not hold PhillipCapital liable in any manner whatsoever for any actual or notional loss or damage caused by reason of failure or delay or non performance of their respective settlement and other obligations by any of the Exchange / Clearing Corporation / AMC / RTA / Depository or any other entity.
5. Shall not hold PhillipCapital liable in any manner whatsoever for non - receipt / partial receipt / delay in receipt or incorrect receipt of units purchased or funds for units redeemed or Switch transaction or SWP or SIP or any other type of mutual fund transaction.
6. Understand that PhillipCapital is merely acting as my/our agent and cannot be held liable for transactions processed / routed / executed through or on the Exchange platform. In case PhillipCapital does not receive payout of funds / mutual fund units etc. from the Exchange / Clearing Corporation / Clearing House / Depository / Counterparty / AMC / RTA etc., then PhillipCapital is not liable to give such payout to me / us and PhillipCapital shall not be liable in whatsoever manner and I / we cannot and will not claim the same from PhillipCapital. In case part payout is received from the Exchange / Clearing Corporation / Clearing House / Depository / Counterparty / AMC / RTA etc. then I/we shall also get part payout and I/we cannot and will not claim the balance payout from PhillipCapital.
7. In case of fraud/violation/non-compliance of any type by any entity other than PhillipCapital, then PhillipCapital cannot and will not be held liable in any manner whatsoever and I / we cannot and will not file any claim(s) of whatsoever nature against PhillipCapital in this regard.
8. In case where pay-out of funds/mutual fund units etc. is given by PhillipCapital to me/us and Exchange / Clearing Corporation / Clearing House / Depository / Counterparty or any other entity takes back such pay-out, then PhillipCapital has the right to take back the same from me/us and I/we shall be liable to return the same or make equivalent amount of payment to PhillipCapital.
9. Understand and agree that there is no guarantee / assurance as to returns or profits or capital protection or appreciation in securities markets and that mutual fund investments are subject to market risks and there is no guarantee that the investment objective of the scheme will be achieved.

**Name of the client:**

**Signature of the client:**