

**DISCLOSURE DOCUMENT OF RIGHT ALPHA CAPITAL PRIVATE LIMITED  
(ERSTWHILE KNOWN AS MATDEV INVESTMENT ADVISERS PRIVATE LIMITED)**

The particulars given in this Disclosure Document have been prepared in accordance with SEBI (Investment Advisers) Regulations, 2013

**Objective:**

The purpose of the Document is to provide basic and essential information about the Investment Advisory Services to assist the prospective client in making an informed decision for engaging Investment Adviser for availing its services.

**SEBI Disclaimer:** This document has been prepared in pursuant to Regulation 18 of the Securities and Exchange Board of India (Investment Advisers) Regulations, 2013. This document has neither been approved nor disapproved by SEBI, nor has SEBI certified the accuracy or adequacy of the contents of this Document.

**1. About the Company:**

Right Alpha Capital Private Limited (erstwhile known as Matdev Investment Advisers Private Limited) ("Right Alpha/ Adviser/ Investment Adviser") is registered with the Securities and Exchange Board of India ("SEBI") as an Investment Adviser under SEBI (Investment Advisers) Regulations, 2013 ("IA regulations") vide registration no. INA200015592 dated June 13, 2023, pursuant to which it provides investment advisory services to its clients. Right Alpha is the wholly owned subsidiary of M/s Bitkuber Investments Private Limited ("Coinswitch").

**2. About Business activities:**

Scope of Services to be provided by the Adviser will be limited/ subject to the advisory services which are permitted activity under SEBI (Investment Advisers) Regulations, 2013 including guidelines issued by SEBI and the Adviser shall act in a fiduciary capacity. The Scope of Services covered is as follows:

- a. Advise the Client regarding the Securities to be purchased or sold or Investments to be made as per the applicable law for the time being in force and Investment Pattern applicable to class of investor;
- b. Portfolio Analysis and MIS reports, subject to the Client sharing required data
- c. Review, evaluate, structure and monitor Investments so as to achieve the Client's objectives;
- d. Periodic Macroeconomic/ Fixed Income/ other reports and regulatory reports/releases.

Any other services as may be mutually agreed between the Adviser and the Client as per the applicable law for the time being in force.

**3. Disciplinary history:**

There is no such case of any disciplinary history against the Adviser as on date.

**4. Affiliation with other intermediaries:**

The Adviser has no affiliations with any other SEBI intermediary.

**5. Terms and Conditions on which it offers advisory services:**

Specific terms and conditions for the investment advisory services are provided under the Investment Advisory Service Agreement.

**6. Company's holding / position in the financial products/ securities under advice:**

- a. Company has no investments made in any assets under advice
- b. The Principal Officer and the persons associated with investment advice may have holding or position in the financial products or securities which are subject matter of advice.

**7. Disclosure about conflict of Interest:**

- a. Investment Advisory (IA) services shall be provided to you by a specific division of Right Alpha, which will be segregated from and maintain an arm's length relationship with any of the other divisions/ departments of Right Alpha and its group companies at all times.
- b. Right Alpha for its own proprietary purposes may invest / divest in various securities / investments, from time to time at its own discretion which will be undertaken by a separate and dedicated team. The said segregation will ensure avoidance of conflict of interest regarding the investment advisory and related business of the Company.
- c. Right Alpha shall not enter transactions on its own account which is contrary to its advice given to clients for a period of fifteen days from the day of such advice. Provided that during the period of such fifteen days, if Right Alpha is of the opinion that the situation has changed, then it may enter into such a transaction on its own account after giving such revised assessment to the client at least 24 hours in advance of entering into such transaction.
- d. Right Alpha does not have any distribution arrangement with the issuers of the securities that Right Alpha advises on.
- e. Right Alpha does not have any commission sharing agreement with any intermediary for recommending the services either as a stock broker or as other intermediary.
- f. Right Alpha does not have actual or potential conflicts of interest arising from any connection to or association with any issuer of products/ securities, including any material information or facts that might compromise its objectivity or independence in the carrying on of investment advisory services.

**8. Disclosure of all material facts relating to the key features of the products or securities, particularly, performance track record, warnings, disclaimers etc.:**

Clients are requested to go through the detailed key features, performance track record of the product, or security including warnings, disclaimers etc. before investing as and when provided by the Investment Advisor. Such product materials may also be available to [www.sebi.gov.in](http://www.sebi.gov.in) or [www.nseindia.com](http://www.nseindia.com) or [www.bseindia.com](http://www.bseindia.com)

**9. RISK Factors:**

**Part A: Standard Risk Factors as perceived by Investment Adviser**

- a. Investments in equities, mutual funds and derivatives are subject to market risks and there is no assurance or guarantee that the objective of the investment / products will be achieved.
- b. The past performance does not indicate its future performance. There is no assurance that past performances will be repeated. Investors are not being offered any guaranteed or indicative returns.
- c. As with any investment in securities, the NAV of the portfolio can go up or down depending upon the factors and forces affecting the capital market.
- d. The performance of the investments/products may be affected by changes in Government policies, general levels of interest rates and risks associated with trading volumes, liquidity and settlement systems in equity and debt markets.
- e. Investments in the products which the Clients have opted are subject to wide range of risks which inter alia also include but not limited to economic slow down, volatility & illiquidity of the stocks, poor corporate performance, economic policies, changes of Government and its policies, acts of God, acts of war, civil disturbance, sovereign action and /or such other acts/ circumstance beyond the control of Right Alpha or any of its affiliates.
- f. The names of the products/nature of investments do not in any manner indicate their prospects or returns. The performance in the equity products may be adversely affected by the performance of individual companies, changes in the market place and industry specific and macro-economic factors.

- g. Investments in debt instruments and other fixed income securities are subject to default risk, liquidity risk and interest rate risk. Interest rate risk results from changes in demand and supply for money and other macroeconomic factors and creates price changes in the value of the debt instruments. Consequently, the NAV of the portfolio may be subject to the fluctuation.
- h. Investments in debt instruments are subject to reinvestment risks as interest rates prevailing on interest amount or maturity due dates may differ from the original coupon of the bond, which might result in the proceeds being invested at a lower rate.
- i. The product may invest in non-publicly offered debt securities and unlisted equities. This may expose the investment/product to liquidity risks.
- j. Engaging in securities lending is subject to risks related to fluctuations in collateral value/ settlement/ liquidity/ counterparty.
- k. The product may use derivatives instruments like index futures, stock futures and options contracts, warrants, convertible securities, swap agreements or any other derivative instruments. Usage of derivatives will expose portfolio to certain risks inherent to such derivatives.
- l. The use of derivatives requires a high degree of skill, diligence and expertise. Thus, derivatives are highly leveraged instruments. Small price movements in the underlying security could have a large impact on their value. Other risks in using derivatives include the risk of mis-pricing or improper valuation of derivatives and the inability of derivatives to correlate perfectly with underlying assets, rates and indices.
- m. The NAV may be affected by changes in settlement periods and transfer procedures.
- n. The Investment Advisor may, considering the overall level of risk of the portfolio, advise for investment in lower rated/unrated securities offering higher yield. This may increase the risk of the portfolio. Such investments shall be subject to the risk profiling and scope of investments as laid down in the Agreement.

#### **Part B: General Risks:**

The Clients are required to go through all the information about the products, risk factors etc., all the relevant information about the product being advised and have sought requisite clarification about the same which our Relationship Manager at Right Alpha shall provide before executing on the advice of the Investment Adviser.

Right Alpha shall maintain complete confidentiality of all information provided by the client/s and shall not disclose any such information, without your prior consent except if such disclosure is required to be made in compliance with any applicable law or regulatory direction. Right Alpha will obtain information pertaining to your orders/transactions/portfolio/funds availability/securities availability etc. to enable us to provide you with informed and appropriate advice.

## **12. DISCLAIMERS:**

### **Part A. General Disclaimers**

- a. The information and all the services we provide are believed to be reliable, but we do not accept any responsibility (or liability) for errors of fact or opinion. Clients have the right to choose the product/s that suits them the most.
- b. Investment has its own risks. Sincere efforts have been made to present the right investment perspective. The information contained herein is based on analysis and on sources that we consider

reliable. We, however, do not vouch for the consistency or the completeness thereof. This material is for personal information and we are not responsible for any loss incurred due to it & take no responsibility whatsoever for any financial profits or loss which may arise from the recommendations above.

- c. Our Clients (Paid Or Unpaid), any third party or anyone else have no rights to forward or share our calls or SMS or Reports or Any Information Provided by us to/with anyone which is received directly or indirectly by them. If found so then serious legal actions can be taken.
- d. By accessing the facilities provided by the Investment Adviser or any of its associate/group entities/ website/ platform, you have read, understood and agreed to be legally bound by the terms of the following disclaimer and user agreement.
- e. The Investment Adviser has taken due care and caution in compilation of data for the website/ platform. The views and investment tips expressed by investment experts affiliated with the Investment Adviser are their own, and not that of its management. However, Investment Adviser does not guarantee the consistency, adequacy or completeness of any information and is not responsible for any errors or omissions or for the results obtained from the use of such information. The Investment Adviser especially states that it has no financial liability whatsoever to any user on account of the use of information provided on its website/ platform.
- f. The Investment Adviser is not responsible for any errors, omissions or representations on any of our pages or on any links on any of the pages of the platform/ website. The Investment Adviser does not endorse in any way any advertisers on the platform/ website. We request you to verify the veracity of all information on your own before undertaking any alliance.
- g. The information on the platform/ website is updated from time to time.
- h. We reserve the right to make changes to our site and these disclaimers, terms, and conditions at any time.
- i. All comments and posts made on the platform/ website are for information purposes only and under no circumstances should be used for actual trading. Under no circumstances should any person on the platform make trading decisions based solely on the information discussed herein.
- j. It is advisable that the user abides with the consultation provided by the qualified advisers at the Investment Adviser and trade only as per the levels provided by us.
- k. All information is for educational and informational use only. Unlike an actual performance record, simulated results do not represent actual trading. No representation is being made that any account will or is likely to achieve profits or losses similar to those shown.
- l. The materials and information in, and provided by, platform/ website are not, and should not be construed as an offer to buy or sell any of the securities named in materials, services, or on-line postings as the information shown on platform may have a time gap & may be later than the original releasing time of the useful information.
- m. We encourage all investors to use the information on the site as a resource only to further their own research on all featured companies, stocks, sectors, markets and information presented on the platform.
- n. The Investment Adviser, its management, its associate companies and/or their employees take no responsibility for the veracity, validity and the correctness of the expert recommendations or other information or research. Although we attempt to research thoroughly on information provided herein, there are no guarantees in consistency. The information presented on the platform/ website has been gathered from various sources believed to be providing correct information. Right Alpha Capital Private Limited, its group companies, associates and/or employees are not responsible for errors, inaccuracies if any in the content provided on the platform/ website.
- o. The Investment Adviser does not represent or endorse the consistency or reliability of any of the information, conversation, or content contained on the platform./ website, distributed through, or linked, downloaded or accessed from any of the services contained on this platform, nor the quality

of any products, information or other materials displayed, purchased, or obtained by you as a result of any other information or offer by or in connection with the Service.

- p. The Investment Adviser has a license to provide investment advice. No materials rendered, either on behalf of the Investment Adviser or any site host, or any participant in the platform/ website or any of its associated sites should be taken as investment advice directly, indirectly, implicitly, or in any manner whatsoever, including but not limited to trading of stocks on a short term or long term basis, or trading of any financial instruments whatsoever.
  - q. All investments involve risk and the past performance of a security, or financial product does not guarantee future results or returns. Keep in mind that while diversification may help spread risk it does not assure a profit, or protect against loss, in a down market. There is always the potential of losing money when you invest in securities, or other financial products. Investors should consider their investment objectives and risks carefully before investing. Investors should be aware that system response, execution price, speed, liquidity, market data, and account access times are affected by many factors, including market volatility, size and type of order, market conditions, system performance, and other factors.
  - r. All the analyst commentary provided on the platform/ website is provided for information purposes only. This information is NOT a recommendation or solicitation to buy or sell any securities. Your use of this and all information contained on the platform/ website is governed by these Terms and Conditions of Use. This material is based upon information that we consider reliable, but we do not represent that it is consistent or complete, and that it should be relied upon, as such. You should not rely solely on the Information in making any investment. Rather, you should use the Information only as a starting point for doing additional independent research in order to allow you to form your own opinion regarding investments. By using the platform/ website including any software and content contained therein, you agree that use of the Service is entirely at your own risk.
  - s. The Investment Adviser makes no claims, warranties or representations, express or implied, on products and services offered through the platform/website. It accepts no liability for any damages or losses, however, caused in connection with the use of related services offered on the platform/ website.
  - t. Certain hyperlinks or referenced websites on the platform, if any, are for your convenience and forward you to third parties' websites, which generally are recognized by their top-level domain name. Any descriptions of, references to, or links to other products, publications or services does not constitute an endorsement, authorization, sponsorship by or affiliation with the Investment Adviser with respect to any linked site or its sponsor, unless expressly stated by the Investment Adviser. Any such information, products or sites have not necessarily been reviewed by the Investment Adviser and are provided or maintained by third parties over whom the Investment Adviser exercises no control. The Investment Adviser expressly disclaims any responsibility for the content, the accuracy of the information, and/or quality of products or services provided by or advertised on these third-party sites.
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#### **Part B. Specific Disclaimers**

- a. Pursuant to the IA Regulations, the Investment Adviser is required to segregate its investment advisory and distribution services. The Client understands and acknowledges that they can either be provided investment advisory services such that no distribution fee is collected from the Client at a

group level or can be provided distribution services such that no advisory fee is collected from the Client at a group level.

- b. The Client understands and acknowledges that at the time of onboarding, they will have to opt for either distribution services or investment advisory services. The Client further understands that once the Client has opted for a service, they cannot avail the other service during the tenure of such service.
- c. The Client understands and acknowledges that if the Client wishes to shift from investment advisory services to distribution services and vice versa, then the same can be undertaken pursuant to the termination of the Agreement. The Client understands and acknowledges that such termination can be undertaken pursuant to the written consent of the Client.
- d. The Client understands and acknowledges that the group companies of the Investment Adviser may render services including advice or distribution on financial products not regulated by SEBI, such as fixed deposits, securities listed in the United States of America, digital gold, virtual digital assets, etc. which are outside the scope of this Agreement. The Client further understands and acknowledges that such companies may receive commission or fee from the issuer of such financial products on account of purchase or sale of these products by the Client. The Client understands that the Investment Adviser shall not be liable for any loss incurred by the Client pursuant to transactions undertaken by the Client in relation to financial products which are outside the scope of the Agreement.
- e. The Client understands and acknowledges that the group companies of the Investment Adviser may render services like investment in securities and if the Client executes such an advice using the services of the stock broking division of a group entity of the Investment Adviser, then no brokerage can be charged to the Client. However, if the Client purchases/sells/deals in securities on which no investment advice was provided by the Investment Advisor, then brokerage may be charged by such entity from the Client. The Client further understands and accepts that any transaction in securities undertaken by the Client through the services of any other entity other than the Investment Adviser shall be entirely at his/her/its own risk. The Client further understands that the Investment Adviser shall not be liable in respect of any loss incurred by the Client pursuant to any transaction undertaken by the Client in Securities through the Investment Adviser or any other entity.
- f. The Client understands that the details shared by the Client through the Know Your Client (“KYC”) process will be uploaded onto the database of the Know Your Client Registration Agency (“KRA”). The Client understands that the information so held by the KRA may be shared by the KRA with the other intermediaries on request. The Client acknowledges that the Investment Adviser shall not be liable in respect of any loss incurred by the Client pursuant to the sharing of such data belonging to the Client by the KRA with any other intermediary or third-parties.

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