

DISCLOSURE DOCUMENT OF CENTRUM INVESTMENT ADVISORS LIMITED

The particulars given in this Disclosure Document have been prepared in accordance with the SEBI (Investment Advisers) Regulations, 2013, as amended from time to time.

For the purpose of this Disclosure Document, Investment Adviser is the Investment Advisor (IA) Division of Centrum Investment Advisors Limited ("CIAL").

This Disclosure Document is to provide essential information about the Investment Advisory Services provided by CIAL in a manner to assist and enable the client in making an informed decision for engaging CIAL IA Division for Investment Advisory services.

About Centrum Investment Advisors Limited

CIAL was incorporated on 24th September, 2015, under the Companies Act, 2013. Centrum Wealth Management Limited (CWML) holds 50.9988% and Centrum Retail Services Limited (CRSL) holds 49.00% equity capital of CIAL, respectively. CIAL is registered with SEBI as an Investment Adviser vide Registration No. INA000001761.

CIAL is part of Centrum Group (hereinafter referred to as "Centrum"). Founded in 1997, Centrum is a well-respected Financial Services Group, with diversified fee businesses and a rapidly growing lending platform for institutions and individuals.

Disclosures in accordance with the SEBI (Investment Advisers) Regulations, 2013

1. Investment Advisory (IA) services shall be provided to the IA client by a specific division of CIAL ('CIAL IA Division'), which is segregated from and maintains an arm's length relationship with its Distribution and Execution Division ("CIAL D&E Division") or any other Centrum entity (including parent, subsidiaries, affiliates and related group companies of CIAL).
2. CIAL IA Division has put in place various procedures to ensure that different divisions of CIAL or any other Centrum entity operate independently and Client information is restricted to only the relevant divisions dealing with such Clients.
3. The applicable terms and conditions are stated in the IA agreement executed between the IA client and CIAL IA Division. IA clients are requested to read and understand them and seek clarifications, if any.
4. CIAL D&E Division is engaged in distribution/execution, including arrangement of subscription in 3rd party financial products/ securities/ instruments, such as Non-Convertible Debentures, Market Linked Debentures/ Structured Products, etc. without any financial liability.
5. CIAL IA Division aligns its interests with those of the IA client and seeks to provide the best-suited advice based on the IA clients risk profile and investment objectives.
6. CIAL IA Division first tries to determine the IA client's risk profile, return expectations, risk taking ability, investment objectives & goals, which in turn helps CIAL IA Division and the IA client to mutually arrive at a recommended asset allocation suitable for

the IA client.

7. The IA client shall not be under any obligation to avail the distribution/execution services offered by CIAL D&E Division or any other Centrum Group entity (including parent, subsidiaries, affiliates and related group companies of CIAL).
8. CIAL IA Division shall not receive any consideration by way of remuneration or compensation or in any other form, whatsoever, from any person other than the IA client being advised.
9. Any fees and charges, payable by the IA client for the execution/distribution services availed, must be paid directly to the respective service provider and not through the CIAL IA Division.
10. CIAL IA Division and its representatives shall draw IA client's attention to the warnings, disclaimers in documents, advertising materials relating to an investment products which are recommended for consideration by the IA client.
11. Before acting on CIAL IA advice, IA clients shall read and understand all the relevant information available in the offer documents including key features, performance track record, underlying collateral, lock-in, risk factors about the products provided to the IA client and seek requisite clarification about the same.
12. CIAL IA Division shall conduct periodic portfolio reviews along with the IA client, at mutually agreed frequency.
13. CIAL IA Division does not hold any proprietary positions.
14. CIAL IA Division shall maintain complete confidentiality of all information provided by the IA client and shall not disclose any such information, without prior consent of the IA client except if such disclosure is required to be made in compliance with any applicable law or regulatory direction.
15. CIAL IA Division does not provide free trial for any products/services to prospective clients.
16. CIAL IA Division completes the risk profile of the client based on information provided by them and provides advices only after completing risk profiling of the client and ensuring suitability of the product.
17. CIAL IA Division Obtain consent from the client on completed risk profile either through registered email or physical document.
18. CIAL IA Division does not accept part payments (where some part of the fee is paid in advance) for any product/service.
19. CIAL IA Division accept fees strictly by account payee crossed cheques / demand draft or by way of direct credit into their bank account through NEFT/ RTGS/IMPS/UPI. It is clarified that, IA Division will not accept cash deposits from clients.

Disciplinary History:

No disciplinary action has been taken against CIAL by any regulator.

Standard Risk Factors and Disclaimers as perceived by CIAL IA Division:

1. Investments in securities/ instruments are subject to market risks and there is no

assurance or guarantee that the objective of the investment will be achieved. Past performance does not indicate future performance.

2. As with any investment in securities/ instruments, the NAV/ prices of the investment may go up or down depending upon the factors and forces affecting the securities markets, including changes in economic policies, interest rates, foreign exchange conversion rates, trading volumes, liquidity, issuer rating, etc.
3. Clients should consult their legal, tax and financial advisors before investing in any financial products/ securities/ instruments.
4. This document does not constitute an offer to sell or a solicitation of an offer to buy/ sale any products, mutual fund units, shares, securities or other instruments to any person in any jurisdiction where it is unlawful to make such an offer or solicitation. It shall be the sole responsibility of any such persons to inform themselves about and to observe any such restrictions.
5. An investment may use derivatives instruments such as index futures, stock futures and options contracts, warrants, convertible securities, swap agreements, etc. which may expose it to risks inherent to such derivatives.
6. Usage of services

Confidentiality

- a) CIAL shall maintain all the details provided by the Client or any other information pertaining to the Client, confidentially and shall not disclose the same to any person/authority except as required under any law/ regulatory requirements. Provided however, that CIAL may so disclose information about his Client to any person or authority with the express permission of the Client.
- b) Notwithstanding the above, the Client agrees and acknowledges that, pursuant to these terms & conditions or otherwise, CIAL may receive confidential information about the Client. The Client hereby expressly consents that any such personal data/information and account information or records of the Client may be used by CIAL or any Centrum entity and any recipient of such information from CIAL for any of the following purposes:
 - i. the provision, operation, processing or administration of any Services or account provided to the Client pursuant to this terms & conditions, and for data processing, statistical/ risk analysis and other purposes;
 - ii. marketing financial services or related products or opportunities from CIAL or any different divisions of CIAL or any other Centrum entity;
 - iii. meeting the requirements to make disclosures under any laws, rules, regulation, governmental authority, court order or contractual terms & conditions binding on CIAL or any other Centrum entity;
 - iv. conducting anti - money laundering checks (if applicable);
 - v. ensuring the Client's on-going credit worthiness (if applicable);
 - vi. determining the amount of indebtedness owed by the Client or to the Client;
 - vii. enabling CIAL's actual or proposed assignee, or a transferee of CIAL's rights to evaluate the transaction intended to be the subject of the assignment or transfer;
 - viii. enabling CIAL to share details mentioned in the forms as applicable (including but not limited to) or any other information/transactional information

- pertaining to the Client in confidence to CIAL IA division;
- ix. all other incidental and associated purposes relating to the provision of advisory services.
 - c) The Client understands that failure to supply information or data may result in CIAL not being able to open, continue or establish accounts for the Client, or to provide other financial services to the Client.
 - d) The Client agrees and confirms that CIAL may release the data and information to certain individuals or entities for the above purposes, including but not limited to the following:
 - i. an different division of CIAL or any other Centrum entity;
 - ii. any agent, contractor or third-party service provider who offers services to CIAL or any other Centrum entity in connection with the operation of their businesses;
 - iii. any other person under a duty of confidentiality to CIAL or any other Centrum entities;
 - iv. credit information bureaus or collection agencies;
 - v. any person or entity to whom CIAL or different division of CIAL or any other Centrum entity is under an obligation to make disclosure under the requirements of any law, regulation, court order or contractual terms & conditions binding on CIAL or any different division of CIAL or any other Centrum entity; and
 - vi. any actual or proposed assignee of CIAL or any different division of CIAL or any other Centrum entity or transferee of any or any different division of CIAL or any other Centrum entity or transferee of any rights of CIAL or any different division of CIAL or any other Centrum entity.
 - e) CIAL or any other Centrum entity may use the Client's personal data/information and any other information to market products and services to the Client. The Client acknowledges that the Client has the right to request that CIAL or any other Centrum entity cease using such data or information for such marketing purposes.
 - f) In connection with the Client providing such personal data and information, the Client hereby agrees and confirms that CIAL or any other Centrum entity may take such steps as they deem reasonable and appropriate to verify information that is provided to them. The Client agrees and acknowledges that CIAL or any other Centrum entity may transfer any of the Client's personal data and other information to any party/entity set out in paragraph above

Indemnities

1. Without prejudice to the right of indemnity available to CIAL under any law, the Client agrees to indemnify and hold harmless CIAL to the full extent against:
 - i. any and all lawful claims, losses, damages, liabilities, costs and expenses as incurred in connection with investigation of, preparation for and defense of any pending or threatened claim and any litigation or other proceeding arising out of or related to any actual or proposed acts done or not done or CIAL's engagement hereunder;
 - ii. any negligence/mistake or misconduct by the Client; and

- iii. any breach or non-compliance by the Client of the governmental, statutory regulations/rules/terms and conditions stated in this document.
- 2. In consideration of the Client agreeing to accept instructions for securities (including financial instruments) transactions by telephone/email/facsimile message, at the Client's request, the Client agree to indemnify CIAL and /or any Centrum entity and its directors, officers and employees and hold each such person harmless for all and any costs, expenses or losses incurred/suffered by any such person as a consequence of any action CIAL take (or decline to take) with respect to the Client's transactions pursuant to the telephone/e-mail/ facsimile instruction, and the Client further agrees to confirm such instructions in writing (in any form whatsoever), if CIAL so request. The Client further understand that telephone/ e-mail/facsimile instructions are not secure means of communication and the Client therefore agree that the Client shall not hold CIAL and/or any Centrum entity and/or its directors, officers and employees responsible for any action CIAL may take (or decline to take) in the belief that the said telephone/e-mail/facsimile instruction has been sent by the Client, notwithstanding that the said telephone/email/facsimile instruction may not have been sent by the Client.
- 3. The Client understands that CIAL reserve the right to refuse to accept any instruction transmitted by telephone/e-mail/facsimile.

Investors Services:

Details of the investor relations officer who shall attend to the investor queries and complaints is mentioned below:

Name of the person: Ajay Bendkhale
Designation: Compliance Officer
Address: Centrum House, C.S.T. Road, Kalina, Santacruz (East), Mumbai – 400098
Telephone: +91-22-4215-9000; +91-22-4215-9023
Email: compliance@centrum.co.in

In case of any grievances, investors may email to investor.grievances@centrum.co.in

