

**CREDIT SUISSE AG, MUMBAI BRANCH**

**TERMS AND CONDITIONS  
("GENERAL TERMS")**

## INDEX

<b>SECTION I</b>	<b>- GENERAL INFORMATION .....</b>	<b>3</b>
<b>SECTION II</b>	<b>- ACCOUNT OPENING TERMS AND CONDITIONS .....</b>	<b>5</b>
<b>SECTION III</b>	<b>- OTHER SERVICES .....</b>	<b>7</b>
<b>SECTION IV</b>	<b>- GENERAL .....</b>	<b>8</b>
<b>SECTION V</b>	<b>- DEFINITIONS AND INTERPRETATION .....</b>	<b>18</b>
<b>SECTION VI</b>	<b>- RISK DISCLOSURE STATEMENT .....</b>	<b>19</b>

## SECTION I - GENERAL INFORMATION

### 1. Information

These General Terms together with (i) each Product Terms, if any; and/or (ii) any other information or guidelines issued by CS in connection with the use of Products or transactions entered into by the Customer with CS, define the relationship between the Customer and CS (this "Agreement").

These General Terms shall take effect as of the date stated at the head of the covering letter accompanying these General Terms or, where the Customer has not previously entered into terms and conditions with CS, if earlier, the day on which CS commenced any business with the Customer. These General Terms and any Product Terms apply only to Products provided by CS. These General Terms will apply to all Products provided by CS to the Customer and governs the overall relationship between CS and the Customer. Further, the Product Terms and other terms and conditions issued by CS in relation to any Product will also apply to the Customer availing of such Product. In the event the Customer wishes to be provided with other Products, the Product Terms will apply in addition to these General Terms.

In relation to the Products to be provided by CS in accordance with this Agreement, please note that the same are subject to CS having the requisite authority and capacity and the requisite licenses, registrations and approvals prescribed under applicable law as of the date hereof and as applicable at the time of actual provision of the Products. To the extent required by applicable law, this Agreement may be suitably amended and/or supplemented to ensure compliance with all applicable laws and such amendments / additions shall be undertaken at the sole discretion of CS.

This Agreement will apply to each use of Products by the Customer and shall be binding upon such Customer. If the Customer does not agree with any part of this Agreement, then the Customer should not carry out the transaction. The Customer is responsible for ensuring that all Authorised Persons comply with this Agreement and for anything such Authorised Person does in connection with the same.

If the Customer is not a resident of India, additional terms and conditions may apply as notified by CS from time to time.

If there is any inconsistency between (a) these General Terms and the Product Terms, then the Product Terms will prevail; and (b) the English version of these General Terms and any translations, the English version prevails.

### 2. Communications and instructions

The Customer authorises CS to act on instructions from the Customer or any Authorised Person (including any instructions CS believes to have been given by the Customer or an Authorised Person) and in this Clause 2 a reference to the Customer includes a reference to an Authorised Person. The Customer agrees to ratify and confirm all the acts and deeds of the Authorised Person in the exercise or purported exercise of the Authorised Person's powers, discretion and authority. Until receipt by CS from the Customer of written notification of the revocation of the appointment of any Authorised Person (whether by the Customer or by virtue of the bankruptcy, liquidation, mental incapacity or other legal disability of the Authorised Person or any other reason whatsoever), CS shall be entitled to act on the instructions of such Authorised Person.

The Customer can give instructions in writing or verbally, unless otherwise agreed in writing or required by law or regulation to be in writing. CS may accept instructions in electronic form (i.e. by telephone, facsimile, or email services). CS may ask the Customer to confirm any instruction given in electronic form or verbally and the same should be confirmed by the Customer as soon as possible in order for CS to avoid any delay. The Customer is responsible for ensuring the accuracy and completeness of instructions. CS will take action on the instructions received from the Customer in relation to the Products within such time as may be reasonably determined by CS. If CS agrees to execute an instruction where the Customer has provided CS with specific instructions in relation to a Product, it may not be possible for CS to obtain the best result that would otherwise be available to the Customer using CS's own process. If the Customer provides a specific instruction to CS, the terms that the Customer may receive may be adversely affected.

The Customer acknowledges that all instructions given (and the records of CS of those instructions) in electronic form have the same effect as original documents in writing. The Customer agrees not to challenge their validity, admissibility or enforceability on the basis that they are in electronic form.

There is no guarantee that electronic instructions and communications will be secure, virus-free or successfully delivered. CS will not be liable if, due to circumstances beyond its reasonable control, the electronic communications are intercepted, delayed, corrupted, not received or received by persons other than the intended addressees.

CS may send certain information and communications to the Customer in electronic form, including but not limited to (i) Account statements, transaction details and confirmations, information on the Products, term sheets and analyst's reports, and (ii) any other information relating to Accounts, assets, investments and transactions with CS. CS will not be responsible for the risk of receipt of such information by any persons other than the Customer or for any breach of CS's duty of confidentiality to the Customer by dispatching such communications electronically.

The Customer shall, if requested by CS, confirm in writing any orders and instructions given by the Customer in any electronic form within such time after giving such order or instruction as is required by CS. Without prejudice, any order and/or instruction given or purported to be given or received from the Customer shall be

deemed to be given with the Customer's full authority and approval and shall be sufficient authority for CS to do or omit to do the act(s) as per such instructions and shall be conclusively binding on the Customer, irrespective of whether such orders or instructions are or are not subsequently confirmed in writing by the Customer. CS shall be under no responsibility whatsoever to verify the authenticity or otherwise of any orders or instructions given to CS in the aforesaid manner. The Customer accepts full responsibility and liability for all consequences of fraudulent, forged or unauthorised orders and instructions and that CS shall not be liable for any Loss that the Customer may suffer if CS acts on such instructions that CS believes to be from the Customer. The Customer may advise CS that it no longer wishes to use electronic form as a medium to accept and give instructions and CS shall continue to accept instructions and otherwise use electronic forms of communication until the Customer's notice of revocation thereof in writing duly signed is provided to CS and CS has had a reasonable time to act upon such notice of revocation. Such revocation shall not release the Customer from any liability hereunder in respect of any act performed by CS in accordance with the terms of such authorisation prior to the expiry of such time.

The Customer acknowledges that the Customer is aware of all risks and damages which could result or arise from the use of telephone, facsimile, e-mail and other acceptable forms of communication with CS and hereby agrees to bear all of such risks. Such risks include, without limitation, those resulting from errors in transmission, technical defect, power failure, fraud, forgery, illegality, misunderstanding, unintended disclosure or unauthorised interception or manipulation by third parties.

CS may refuse to act on any instruction if (i) it involves a breach of policy of CS; (ii) it may cause CS to break a law, regulation, code, requirement of any authority or other duty that applies to CS; (iii) it results in an Account being overdrawn; (iv) CS genuinely believes or suspects that the instruction is unauthorised; (v) CS believes that the Customer may be unable promptly to settle any relevant transaction or if any set dealing limit would be exceeded; (vi) any instruction is not sufficiently clear; or (vii) any other event or circumstance occurs or subsists that causes CS to consider that CS should not or cannot act on such instruction.

If CS receives an instruction on a non-banking day or after the "cut-off time" for a Product, CS may treat it as having been received on the next banking day.

If CS is instructed in writing to stop a transaction, it will attempt to do so, as typically CS starts processing instructions upon receipt of instructions. If CS is able to change or cancel the instructions, then an additional charge will be imposed for such service. However, CS is not liable for any Loss that the Customer incurs if CS is unable to change or cancel the original instruction.

CS will not be liable for any Loss suffered by the Customer (including as a result of any change in the price of any Products, Securities or other assets or changes in exchange rates between the time of giving or receipt of any instruction and the time at which such instruction is acted upon, whether as a result of the time taken for the Customer's instructions to reach CS, communication delays, the time taken for CS to convey Customer's instructions to the relevant counterparty or otherwise) arising from non-execution or delay in execution of any instructions (including standing instructions) or any partial completion of any instruction either on account of unavailability of sufficient funds in the Customer's Account or any inaccuracy, incompleteness, ambiguity or other uncertainty in the contents of the Customer's instructions or any order of any legal or regulatory authority or reasons beyond the control of CS (including failure of power, information technology systems, etc.) or due to CS being unable to accept or act upon the instructions or for any other reason whatsoever.

Without limitation to the generality of this Clause 2, the Customer undertakes to indemnify CS and to keep CS indemnified against all Losses, actions, proceedings incurred or sustained by CS of whatever nature and howsoever arising out of or in connection with CS acting in accordance with any oral, facsimile, e-mail instructions or any other acceptable terms of communication and the Customer agrees to perform and ratify any contract entered into or action taken by CS as a result of such instructions. Notwithstanding the foregoing, CS is entitled to not accept or comply with any oral, facsimile or e-mail instructions without providing reasons to the Customer, and may but shall not be obliged to, require the Customer to verify the authenticity of such oral, facsimile or e-mail instructions to the satisfaction of CS, prior to CS executing such instructions. In so doing, CS shall not be liable or responsible for any Losses, incurred by the Customer.

Unless otherwise provided CS will communicate with the Customer for any business contemplated by these General Terms and/or in relation to Product(s), using the address, facsimile number, telephone number (including mobile phone number), email address, last notified. If these details change, the Customer must give CS reasonable advance notice in writing before the change takes place.

In some cases, notices and communications by CS may be made as public announcements in daily newspapers, posted at any of CS branches, or on the CS website, if any.

Subject to any applicable law, the Customer consents to CS recording the telephone conversations and maintaining records of emails between CS and the Customer (and the Customer confirms that the Customer is authorised to provide consent on behalf of the Authorised Person) and/or any callbacks made by CS by audio recording devices and/or in writing and any such records of CS shall constitute conclusive evidence as against the Customer of the fact and content of the communication. Subject to the preceding sentence, the Customer further agrees that a note made by any of CS's officers (or, as the case may be, any of the officers of the Credit Suisse Group) of any oral instruction or communication, shall be conclusive and binding evidence of such oral instruction or communication, provided always that CS shall not be obliged to cause any of its officers or such officers of Credit Suisse Group to make any note of any oral instruction or communication and the failure to make any such note shall not in any way affect the authorisation herein contained or prejudice the rights of CS under the General Terms.

Any statements of account and notices in writing from CS by post will be considered received by the Customer no later than 4 banking days after dispatch if sent to an address in India or 10 banking days after dispatch if sent to an address outside India. The Customer may request for receipt of statements of account by email.

The Customer agrees to check, all contract notes, transaction advices, statements of account and any other statements (collectively, "**Statements**") and agrees to contact CS promptly if any Statement is not consistent with the instructions given by the Customer or that there is any inaccuracy. Unless the Customer objects in writing to any of the matters contained in a Statement within 14 banking days of the date of such Statement, the Customer will be deemed conclusively to have accepted all the matters contained in such Statement as true and accurate in all respects.

Any instructions and communications digitally signed and supported by a digital certificate will have the same validity, admissibility and enforceability as if signed in writing.

Any communication that is digitally signed must comply with any applicable law.

The Customer confirms that it is satisfied that electronically executed contracts are enforceable despite the legal risks associated with them.

CS may verify the signatures of the Customer and those of the Customer's Authorised Persons by comparison with the specimen signatures deposited with CS. CS is not obliged to ask for other proof of identity but reserves the right to do so. CS will accept no liability in any case where it fails to notice a falsification, forgery or other defect in signature, authentication or legal capacity, except where gross negligence or fraud has been proven against CS. The Customer agrees that it will be responsible for all instructions received by CS from its Authorised Person even if the Authorised Person does something that breaches this Agreement.

This Agreement is supplied in the English language and all communication between CS and the Customer will be in English unless otherwise agreed or notified by CS.

## **SECTION II - ACCOUNT OPENING TERMS AND CONDITIONS**

### **3. Account Operating Authority**

The Customer must identify each Authorised Person.

Except to the extent the Customer may limit the authority of an Authorised Person, each Authorised Person may act on the Account. Depending on the Product, an Authorised Person may:

- (a) draw cheques;
- (b) overdraw to any extent permitted by CS;
- (c) withdraw money in any manner;
- (d) give and cancel authorities in the form prescribed by CS for periodical payments;
- (e) stop a payment of a cheque drawn on the Account
- (f) obtain statements of Account and any information required concerning the Accounts generally;
- (g) obtain cheque books and endorse cheques or other instruments payable to the Customer order;
- (h) effect treasury transactions;
- (i) enter into structured Products; and
- (j) utilise fund based and non-fund based credit facilities.

### **4. Current Account**

A current Account is non-interest bearing. All of the internal and external funds transfers associated with the Customer's Accounts and the services will normally be processed through a current Account of the relevant currency.

CS reserves the right to open a current Account of the Customer basis information received by it from other banks. CS further at its discretion may refuse to accept cheques for the Customer's Account that are payable to others, even if they are endorsed in the Customer's favour.

The Customer may make deposits to the current Account in person or by transfer from any other bank, or branch of CS. CS may charge the current Account for instruments that are subsequently returned unpaid or to recover from the Customer any Loss arising from the non-payment or reversal of payment of such instruments for any reason. All instruments received after the normal clearing time shall be deemed to be received for the Customer's Account on the following banking day or as otherwise required by the applicable clearing house or market practice in respect of the currency of the instrument. CS shall not be liable for any Loss or damage of any instrument in transit or otherwise, and shall be entitled to impose a collection fee for deposit of foreign currency instruments and all inward remittances. All such instruments deposited by the Customer are received by CS as agent for the Customer.

Deposits in cash will be subject to such limits and service fee(s) as CS may determine and CS may, in its sole

discretion, refuse to accept any deposit (by whatever manner), in particular, if any information for which it may request regarding the origin of such deposit, is insufficient or unsatisfactory.

Where cheque books are issued at CS's Mumbai branch, CS will stop payment on a cheque provided the Customer's instructions are received before the cheque is received and paid, subject to a fee. CS reserves the right to return cheques with insufficient funds in the Account or which have been incorrectly completed, altered without authorisation, post-dated or out-of-date (six months after the date of the issue of the cheque) or with any other irregularity, and to impose a service fee in each of these situations.

## 5. Call and Term Deposit

Call and term deposits are available in a number of amounts on terms acceptable to CS. Instructions for renewals and withdrawals are accepted subject to the transaction date, cut-off time and/or prior notice set by CS from time to time.

CS's normal practice is to pay interest on term deposits at maturity. Interest will accrue daily, monthly or quarterly or as applicable to the deposit up to the day prior to its stated maturity at a rate agreed by CS, and, in respect of a call deposit, up to the day prior to its withdrawal at the daily prevailing interest rate determined by CS on the customary money market basis.

In the absence of instructions from the Customer to the contrary, CS is authorised (but not obliged) to renew at the maturity thereof a deposit (together with accrued interest) in the name of the Customer on the same terms and conditions and for the same tenor applicable thereto immediately prior to such renewal and at the interest rate then prevailing or on such other terms and conditions and for such tenor as CS may in its absolute discretion consider appropriate in the circumstances.

Where upon the Customer's instructions, deposits which have matured are not renewed, they will, together with accrued interest, be paid into the Customer's current Account in the same currency as the proceeds from the matured deposit.

## 6. Account Overdrafts

If the Customer or an Authorised Person makes any withdrawal, payment or other transaction on an Account or any other debit is made to the Account which would result in:

- (a) a debit (or negative) balance in the Account; or
- (b) any agreed overdraft limit applying to the Account under a line of credit or other loan facility being exceeded,

this is known as overdrawing the Account.

CS need not:

- (c) accept any instruction or allow any withdrawal or transaction which would cause an Account to be overdrawn; or
- (d) transfer funds from any other Account to the overdrawn Account in order to effect the withdrawal or transaction.

CS may (but need not) allow an Account to be overdrawn (even if no request has been made for an overdraft) if CS believes that an overdraft is necessary for CS to carry out instructions from the Customer or an Authorised Person.

## 7. Conversion of Currency

CS (or any member of the Credit Suisse Group) may make currency conversions in respect of any amount received by CS (or any member of the Credit Suisse Group) from the Customer or due to the Customer from CS at a rate CS reasonably considers appropriate. The Customer shall indemnify CS for any shortfall arising from the conversion.

The Customer waives any right the Customer has in any jurisdiction to pay any amount other than in the currency in which it is due. If CS receives an amount in a currency other than that in which it is due:

- (a) CS may convert the amount into the due currency on the date and at rates CS may reasonably consider appropriate. CS may deduct costs or any Loss incurred by CS in the conversion; and
- (b) the Customer shall satisfy its obligations to pay in the due currency only to the extent of the amount of the due currency obtained from the conversion after deducting the costs of the conversion.

The Customer must comply with all exchange control laws. If a country restricts the availability or transfer of its currency, CS need not make any payment to the Customer Account in that currency. CS may make the payment in any currency CS considers appropriate.

If a judgment, order or proof of debt for or the recovery of an amount in connection with this Agreement is expressed in a currency other than that in which the amount is due under this Agreement, then the Customer shall indemnify CS against:

- (c) any difference arising from converting the other currency if the rate of exchange CS uses under this Agreement for converting currency when CS receives a payment in the other currency is less favourable to CS than the rate of exchange used for the purpose of the judgment, order or acceptance of proof of debt; and
- (d) the costs of conversion.

### SECTION III - SECTION III - OTHER SERVICES

#### 8. Advisory Service

CS will not undertake the management or administration of the funds or portfolio of Securities of the Customer on its behalf. If however the Customer would like CS to undertake the management or administration of its funds or portfolio of Securities on behalf of the Customer on a discretionary or non-discretionary basis, then the Customer will be asked to sign specific documentation dealing with such services which may include specific terms and conditions and subject to CS's receipt of the relevant licences and approvals prescribed under the regulations and statutory provisions from time to time.

#### 9. Investments

Services in relation to Investment

- (a) The services that CS may provide to the Customer is trading, dealing and distribution services (together with related research facilities) in all kinds of Products, corporate finance services and the arrangement of deals in relation to all kinds of Products. CS may also provide other services if so agreed between the Customer and CS. Unless CS agrees otherwise with the Customer in writing, CS shall not be responsible for managing or supervising the management of any of the Customer's investments.
- (b) CS may give the Customer information on Products or markets such as research reports, focus lists, market trends, investment analysis or commentary on the performance of selected companies, to the extent permitted by the relevant regulations. This should not be viewed as a personal recommendation or advice. The Customer should seek independent advice in relation to any Product mentioned if the Customer wishes to deal in that Product. CS is not obliged to send the information to the Customer before or at the same time as it is made available to its staff, other Customers or other people. Where CS does provide market information, advice or recommendations, CS gives no representation, warranty or guarantee as to its accuracy or completeness or as to any tax consequences.

Dealing on behalf of the Customer

- (c) CS is authorised, at its discretion, to take such steps as CS may consider expedient to enable CS to provide its Products and to exercise its powers under these General Terms, including the right:
  - (i) to comply with any applicable law requiring CS to take or refrain from taking any action and nothing herein shall remove, exclude or restrict any of the Customer's rights under such law; and
  - (ii) generally to do any acts and things that CS deems necessary for or is incidental to providing any facilities or services and to make or withhold any payment that CS deems necessary for ensuring compliance with any rules or regulations.
- (d) Upon instructions from the Customer, CS may use the amounts deposited in the Account to make payments for purchase of Products.
- (e) In addition to any other rights, the sums payable in respect of any transaction, including the payment of any fee payable to CS or any person employed by CS, may be debited to the Account
- (f) The Customer authorises CS, in providing the Products, to receive commissions or money rebates from third parties and agree that CS may retain the same for its own benefit.
- (g) Unless expressly stipulated in the Customer's instructions to CS, CS may carry out the Customer's instructions through an intermediary or on an exchange of its choice and take all routine day-to-day decisions and otherwise act as CS considers appropriate in implementing the Customer's instructions.

CS will execute orders for the Customer in relation to certain types of Products or other assets in accordance with the Customer's instructions. The Customer is responsible for making its own determination as to whether any particular Product or asset selected or executed by it is appropriate and ensuring that it understands the relative merits or disadvantages of any Product or other asset. In particular CS will not advise the Customer in

relation to any Product or other asset selected. Irrespective of the Products provided to the Customer under this Agreement or any Product Terms, the Customer agrees that the execution of such transaction will be effected on an execution-only basis and this Clause 9 will apply.

The Customer confirms that all decisions on whether to invest in hold or dispose of any asset or to enter into any transaction resulting from or effected through CS's execution-only dealing services under this Agreement will be made by the Customer. CS will only enter into transactions as instructed by the Customer.

#### **10. Dealing**

The Customer may request CS orally or in writing (including, where CS has agreed, via its extranet site(s) or other electronic link or system), to sell or purchase any particular Products (which request CS shall not be obliged to acknowledge or accept). Subject to these General Terms, CS shall use all reasonable endeavours to carry out the Customer's request but shall be under no liability for any Loss or expense the Customer incurs by reason of any delay or any change in market conditions before the transaction is effected.

#### **11. Custody Service**

Custodian services offered by CS are subject to compliance with applicable law and shall be as per terms and conditions contained in any custodial services agreement entered into by the Customer and CS subject to CS having the applicable licences.

#### **12. Risks**

The Customer acknowledges and agrees to the terms of the Risk Disclosure Statement as set out at Section VI.

### **SECTION IV - SECTION IV - GENERAL**

#### **13. Interest, Fees and Charges**

The Customer undertakes to pay interest, fees, commissions and charges applying to a Product from time to time under this Agreement and any Product Terms in accordance with CS's published tariffs or as otherwise agreed in writing. Interest rates, fees, commissions and charges are revised periodically and CS may vary any fees, commissions or other charges at any time. The Customer can find out current rates and fees and charges by contacting CS.

The Customer will be liable for any costs, charges, penalties (including but not limited to brokerage, commissions, transfer fees, registration fees, stamp duties, taxes, legal fees and other fiscal liabilities) incurred by CS or imposed on CS in connection with this Agreement, including those incurred in the exercise or enforcement of any of CS' rights under this Agreement. A certificate as to the nature and amount of any such expenses issued by CS shall be conclusive evidence against the Customer of such expenses.

If a law requires the Customer to deduct any tax from a payment to CS, the Customer must increase the amount payable so that, after making the deduction, CS receives the amount CS would have received if no deduction had been required. The Customer agrees to deduct the amount for the tax, pay that amount to the relevant authority in accordance with applicable law and give the original receipts/ tax deduction receipts to CS.

From the time any amount under this Agreement is overdue for payment until it is paid, the Customer must pay interest at the default rate as specified by CS on the overdue amount when CS requires the Customer to do so.

The Customer is not entitled to any refund of any interest, fee or charge the Customer has paid or subsidy that the Customer has received and CS reserves the right to retain any such amounts received without any obligation to disclose or pass such benefits to the Customer.

If the Customer terminates this Agreement or cancels any Product before using it, CS may retain, or require the Customer to pay, such interest, fees and charges in connection with cancellation or termination of this Agreement or any Product before the Customer ends or cancels this Agreement.

The Customer authorises CS to deduct any interest, commissions, fees, charges, costs, expenses and any other amounts due to CS under these General Terms from any of the Customer's Accounts and, if necessary, to make the currency conversions at such rates as CS may determine.

#### **14. Payments**

The Customer must make all payments to CS by the due date in full in immediately available funds, in the currency CS specifies and without set-off, counterclaim or deduction or withholding (including on account of any tax) unless the deduction or withholding is required by law. Unless otherwise stated in the Product Terms, if an amount is due on a day which is not a banking day, the Customer must pay it on the preceding banking day.

**15. Collateral**

Banker's Lien and Right to Set Off:

- (a) In addition to any other Collateral CS requires to secure the Balance Owing for the Customer's Accounts and any amount which the Customer may owe CS in the future, all the Products, credit balances, money, Securities, documents, instruments and other valuables of the Customer deposited with CS are, on deposit, subject to a banker's lien to CS. CS may sell or deal with the property to satisfy the obligations owed by the Customer to CS.
- (b) CS (and each other member of the Credit Suisse Group) has rights to set off any amount CS (or any other member of the Credit Suisse Group) owes the Customer against any amount the Customer owes to CS (or any other member of the Credit Suisse Group) under this Agreement including any Product Terms (whether or not the obligation is matured or contingent).

The Customer and/or the Security Provider shall, as Collateral for the Customer's obligations to CS, maintain at all times sufficient Collateral as determined by CS in its sole discretion. CS may require, from time to time, additional Collateral to meet the required margin for the Products.

Collateral acceptable to CS may be a combination of cash deposits and/or Securities at margins acceptable to CS in its sole discretion.

The Collateral shall be continuing Collateral and shall not be satisfied by any intermediate payment or satisfaction of the whole or any part of any amounts owed by the Customer to CS, and shall not be affected by any other Collateral now or subsequently held by CS for all or any amounts owed by the Customer to CS.

Where any discharge is made in whole or in part or any arrangement is made on the faith of any payment, Collateral or other disposition which is avoided or must be repaid on liquidation or otherwise without limitation, this Collateral and the liability of the Customer under this Agreement shall continue as if there had been no such discharge or arrangement.

The Customer shall remain liable to observe and perform all the other conditions and obligations assumed by it in respect of any of the amounts secured by these General Terms.

CS may in its absolute discretion from time to time release any cash and Products from the Collateral for the purposes of these General Terms. Any such consent and subsequent release shall not act as a waiver of or affect CS's right to refuse to make any such release on any other occasion.

The Customer undertakes to do anything CS asks (such as obtaining consents, signing and delivering documents and getting documents completed and signed) to:

- (c) provide further or more effective Collateral to CS to secure any Balance Owing for the Customer's Accounts and any other amount which the Customer may owe CS in the future; and
- (d) to allow CS to exercise its rights in connection with the Customer's assets.

The Customer must not create or allow any Collateral interest to exist or otherwise deal with any assets that are the subject of Collateral without the consent of CS.

The Customer irrevocably appoints CS and any other person CS nominates as the Customer's attorney to execute documents and take other action that CS considers necessary to perfect and enforce any Collateral (including dealing with any of the assets which are the subject of the Collateral).

**16. Valuation**

If CS asks, the Customer must arrange, pay for and provide CS with a valuation report in connection with the assets that are the subject of any Collateral. Any valuation report must be in accordance with any requirements that CS specifies. Alternatively, CS may obtain a valuation report at the Customer's cost.

**17. No Liability for Transactions**

CS will not be liable to the Customer for any Loss that the Customer may suffer except to the extent that such Loss directly results from the gross negligence, wilful default or fraud of CS.

CS will not be liable to the Customer under any circumstances for: (a) any loss of business, loss of reputation, loss of opportunity, loss of profit or exemplary damages; or (b) any type of special, consequential or indirect loss whatsoever.

All obligations of CS and their performance by CS shall be excused by events beyond the control of CS (including circumstances caused by force majeure, acts of God, calamity, natural disaster, industrial actions, power failure, computer breakdown, war, acts of terrorism, civil strife, sabotage or the occurrence of an extraordinary event). In addition, CS and its correspondents and agents shall not be responsible or liable for mutilation, interruptions, omissions, errors or delays in the issue or remittance of drafts, as a result of the occurrence of such events.

## 18. Indemnity

The Customer hereby agrees to indemnify CS against, and must pay CS on demand for, any Loss CS incurs in connection with:

- (a) any Account, the establishment and provision of any Product contemplated by Product Terms;
- (b) searches and enquiries CS may make in connection with the Customer or a Security Provider (including checking for Insolvency);
- (c) instructions the Customer or an Authorised Person gives to CS (in accordance with this Agreement including these General Terms and/or the Product Terms);
- (d) any tax payable by CS on, or calculated by reference to, any amount paid or payable by the Customer under Product Terms (excluding any tax payable by CS by reference to the net income of CS);
- (e) CS acting on, delaying or refusing to act on instructions from the Customer or an Authorised Person or taking action against the Customer or an Authorised Person;
- (f) An Event of Default on the part of the Customer;
- (g) any amount payable by the Customer under this Agreement including any Product Terms being repaid, discharged or made payable before its due date (the loss CS incurs includes CS's loss in connection with unwinding, terminating or changing arrangements CS has made to fund or maintain the funding by CS of any Product);
- (h) an increased cost in funding by CS in connection with a change in law; and
- (i) any person exercising, or not exercising, rights under this Agreement including any Product Terms or any security (including enforcement action and reasonable debt collection costs).

If CS requires, the Customer must appear and defend at the Customer's own cost and expense any action which may be brought against CS in connection with this Agreement including any Product Terms.

## 19. Representations and Information Obligations

The Customer hereby represents that:

- (a) the Customer's obligations under this Agreement (and the obligations of any Security Provider) are valid, binding and enforceable;
- (b) the Customer has and will have all necessary consents, authorisations, approvals, powers in its constitution and authorities in relation to each transaction to enable it to effect all transactions under this Agreement;
- (c) there are no laws or regulations in the jurisdiction in which the Customer is resident, domiciled, incorporated or situated which would as a result of any transaction, confirmation or relevant contract being entered into or performed by the Customer be violated or breached by the Customer;
- (d) in respect of each transaction and any instruction or information given, or course of action taken, by the Customer with respect to each transaction and other Products provided by CS (or any member of the Credit Suisse Group) under this Agreement, all applicable law and regulations has been and will be complied with by the Customer, its employees, agents and affiliates;
- (e) all the information given by the Customer or on the Customer's behalf is correct, complete and not misleading and each representation made by the Customer to CS is correct and not misleading;
- (f) since the date the information was given there has been no change in the Customer's financial circumstances which may have a material adverse effect on the Customer's ability to meet any of the Customer's obligations to CS;
- (g) the Customer has not withheld any information that might have caused CS not to enter into this Agreement or provide any Products to the Customer;
- (h) unless otherwise stated the Customer is entering into this Agreement or transacting with CS as a principal;
- (i) if the Customer enters into this Agreement or transacts with CS as a trustee, executor, agent or nominee, the Customer is authorised to do so;
- (j) there are no prior or pending criminal proceedings, investigations or enquiries relating to the Customer and no actions have been taken by any regulatory body against the Customer;
- (k) the Customer or the Authorised Person is not (i) the government of or (ii) a person or entity in or

organized under the laws of, or owned or controlled by the government of or a person in or organized under the laws of, Cuba, Iran, Myanmar (Burma), North Korea, Sudan or Syria;

- (l) the Customer or the Authorised Person is not identified in any Executive Orders of or on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Asset Control of the United States Department of the Treasury ("**OFAC**"), (collectively, "**OFAC Lists**") or comparable lists, including other lists of terrorists or terrorist organisations, of the European Union or any other applicable country ("**Other Lists**");
- (m) the Customer or the Authorised Person is not otherwise subject to any sanctions administered by OFAC or the European Union or its members;
- (n) the Customer has in place appropriate internal systems and controls to comply with all requirements under any anti-money laundering and antifraud regulations to which it may be subject;
- (o) the Customer is in compliance and will continue to be in compliance with the laws and regulations to which it may be subject including but not limited to the regulations and Executive Orders administered by the OFAC in reference to persons resident/ domiciled in the United States of America and citizens of the United States of America;
- (p) no Event of Default has occurred which may, with the giving of notice or lapse of time or fulfilment of any condition, become an Event of Default; and
- (q) where the Customer is a financial institution acting on behalf of a third party (whether as agent or intermediary or otherwise), the Customer represents to CS that (i) it has performed all requisite "know your customer" and other anti-money laundering due diligence on such third party (including verification of such third party's identity and source of funds and the nature of such third party's transactions) in accordance with its own internal policies and all applicable laws and regulations, and is satisfied with the result of such due diligence; (ii) it will continue to perform ongoing due diligence on such third party to ensure that such "know your customer" data remains up to date; and (iii) it has the appropriate procedures in place to detect and report any suspicious activity involving such third party.

## 20. Confidentiality and Disclosure of Information

Subject to this Clause 20 and/or any other provision in the Agreement under which the Customer consents to disclose, CS shall keep confidential all information concerning the Customer.

The Customer authorises and permits CS and any of its officers, directors or representatives to disclose any information with respect to the Customer, the Customer's Accounts and any other information whatsoever relating to the Customer and/or the Customer's financial condition and/or the beneficial ownership of the Customer's assets and/or such beneficial owners (if any), any of the Products and/or the General Terms and/or the Product Terms and/or any other agreement(s) between CS and the Customer (all customer information and such other information, collectively, the "**Customer Information**") as CS consider appropriate for any such purposes as CS may think fit to:

- (a) the head office and/or any branches, subsidiaries or associated or affiliated companies/entities of CS wherever located;
- (b) any third party fund manager who provides asset management services to the Customer;
- (c) employees, consultants and advisors of CS, provided that such persons are bound by similar confidentiality obligations; and
- (d) any other person (whether in India or elsewhere):
  - (i) to (or through) whom CS assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations pursuant to any of the Products or proposed Products;
  - (ii) with (or through) whom CS enters into (or may potentially enter into) any participation or sub-participation in relation to, or any other transaction under which payments are to be made by reference to, any facility or proposed facility or the Customer;
  - (iii) with (or through) whom CS enters into (or may potentially enter into) any transaction in connection with the purchase or sale of any credit insurance or any other contractual protection or hedging with respect to the Customer's obligations under any of the Products or proposed Products;
  - (iv) with whom CS enters into (or may potentially enter into) any contractual or other arrangement in relation to any of the Products or proposed Products or any facility or proposed facility (including, without limitation, any guarantors, sureties, third party security providers and/or third party service providers);
  - (v) to whom CS out-sources the performance of operational functions of CS (including, without limitation, CS's printer or CS's other agents for the purposes of dispatch or for sending out notices, circulars, newsletters, reports or any other correspondence to the Customer from time

- to time);
- (vi) which CS appoints as its agent or broker or to whom CS delegates any of its duties, functions or obligations under this Agreement;
  - (vii) pursuant to the procuring or management of data relating to any of the Products or proposed Products or any facility or proposed facility or the Customer;
  - (viii) to whom (including, without limitation, all government agencies, regulators, securities exchanges, future exchanges and authorities in India and elsewhere) such disclosure is required by applicable law, regulations or pursuant to the directives of such agencies or authorities;
  - (ix) as necessary in order for CS to fully and validly effect, manage, administer and/or enforce any Products or use of any Products requested or authorised by the Customer;
  - (x) who provide introducing services to CS or to whom CS provides introductions or referrals;
  - (xi) with (or through) whom CS enters into any transaction as counter party, or who is the issuer, vendor, purchaser or any agent thereof;
  - (xii) to whom such disclosure is considered by CS to be in CS's interests;
  - (xiii) where such Customer Information is or becomes generally available to the public other than as a result of disclosure by or at the direction of CS or any of its representatives in violation of any agreement entered into between CS and the Customer and provided that CS does not know that such source is bound by a confidentiality agreement with, or obligation of secrecy to the Customer; and
  - (xiv) where such Customer Information was already in the lawful possession of CS or independently generated by CS, and was not acquired, directly or indirectly, from the Customer or any other source obligated to the Customer, to keep such information confidential provided that CS does not know that such source is bound by a confidentiality agreement with, or obligation of secrecy to the Customer.

Without prejudice to the foregoing, the Customer consents to CS making disclosure to any person to whom any fees, commissions or other amounts may be payable, for the purpose only of determining the quantum of such fees, commissions or other amounts, such Customer Information as may be necessary in order to properly calculate such quantum.

CS and its agents may in their absolute discretion record telephone conversations with the Customer or the Customer's agents. Such recordings may commence without the provision of a warning tone and the Customer agrees it will take all reasonable steps to inform its employees and agents that such recording takes place. CS and CS's agents' records of all instructions given by the Customer or its agents by telephone shall be conclusive evidence thereof and such records shall be the sole property of CS.

The Customer understands that as a pre-condition to the provision of Products by CS to the Customer or the Customer's use of a Product, CS requires the Customer's consent for the disclosure by CS of the information and data relating to the Customer, the Product to be used by the Customer, the Customer's obligations to CS and any default under this Agreement. Accordingly, the Customer agrees and gives consent to disclose and provide to the Credit Information Bureau (India) Ltd. and/or any other agency authorised by the Reserve Bank of India, information and data relating to the Customer; any of the Products or proposed Products to be used by the Customer; and any default as CS considers appropriate and necessary.

The Customer confirms that the Credit Information Bureau (India) Ltd, and/or any other agency so authorised may use and process the information and data disclosed by CS in the manner as deemed fit by them; and the processed information and data or Products prepared by them, may be disclosed to banks/financial institutions and other credit grantors or registered users, as may be specified by the Reserve Bank of India, from time to time.

In addition to and without limitation to the foregoing, the Customer acknowledges and confirms that CS is regulated by and is subject to the regulatory notices, rules, guidelines, regulations, orders, promulgations, directives as issued by the Reserve Bank of India (in each case, as may be amended, varied, supplemented or replaced from time to time) and hereby expressly authorises and permits CS to disclose any Customer Information in accordance with the requirements specified therein.

This Clause 20 is not, and shall not be deemed to constitute, an express or implied agreement by CS with the Customer for a higher degree of confidentiality than that prescribed under the laws of India (as may be amended, varied, supplemented or replaced from time to time). The rights conferred on CS in this Clause shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between the Customer and CS in relation to any Customer Information nor shall any such other agreement be in any way prejudiced and/or affected by this Clause.

The Customer hereby waives any secrecy protection/obligations imposed on CS and irrevocably and unconditionally authorises CS to disclose such information, as CS deems necessary or expedient (in its sole

and absolute discretion), in order to allow the Customer to claim double taxation treaty relief under any applicable reduced withholding tax rate upon the Customer's return of investment in countries with withholding tax regimes.

## 21. Statements and Records

The Customer may ask for a single statement for each Account or a consolidated statement (if available). The Customer is responsible for checking the statements for errors.

If the Customer's instructions are to give the Customer a consolidated statement (if available) the Customer acknowledges that CS will not also issue separate statements for individual Accounts.

The Customer must report any mistaken or unauthorised transactions to CS as soon as possible. Unless otherwise stated in the Product Terms, if the Customer does not report any mistake within any timeframe specified by CS, CS will treat the statement as correct.

The date which appears on the transaction record may vary from the date that appears on the Customer's statement. This is because transactions completed on non banking days and after "cut-off" time on banking days may be held over to be processed on the next banking day.

CS may cancel, reverse or debit any payment CS makes under this Agreement including these General Terms or Product Terms (including any interest paid) and make any corresponding adjustments to an Account:

- (a) to correct a mistake;
- (b) where CS has not received cleared and unconditional funds in full or promptly;
- (c) where CS is required to return the funds to the relevant payer or drawer; or
- (d) where CS has reasonable grounds for doing so.

Unless there is an obvious mistake:

- (e) CS records (whether in paper, electronic, data or other form) of an instruction, report, statement or other communication are conclusive evidence of their contents or the receipt or non-receipt of them by CS;
- (f) any certificate or decision CS makes about a matter or an amount payable in connection with this Agreement is conclusive evidence; and
- (g) the Customer acknowledges that CS may destroy, erase or otherwise cease to maintain any records (whether in paper, electronic, data or other form) as CS may consider appropriate after such time as permitted by applicable law.

## 22.

### 22. Foreign Exchange Transactions

Any foreign exchange transactions must comply with the Foreign Exchange Management Act, 1999 and rules, regulations and directions issued thereunder (as may be amended from time to time) ("**FEMA**"). If CS requires, the Customer must give requisite information or documents to CS to evidence the Customer's compliance with the provisions of FEMA. If the Customer does not give the requisite information or documents to CS, CS may not authorise a transaction and CS may make a report to the Reserve Bank of India and/ or any authority as may be required under applicable law.

## 23. Suspension

CS may suspend providing a Product at any time for any reason (even if there is no default). In such circumstances, CS shall notify the Customer as soon as practicable. CS agrees to suspend provision of a Product if the Customer asks CS to do so in writing.

## 24. Appointment of Agents

CS may employ or utilise agent(s) of its own choice and its affiliates and delegate to any such persons the performance of CS's duties in connection with any Product and exercise of CS's rights upon such terms as CS may deem fit and the Customer shall be bound by the same.

CS may appoint any agent to take delivery and to be registered as nominee of any of the Customer's assets.

## 25. Outsourcing

For the purpose of increasing operational efficiency and subject to applicable law, CS may from time to time outsource parts of its operational activities to affiliates of CS in India or in other jurisdictions or such other person(s) (including external service providers) as it may think fit. CS has implemented internal controls and

procedures to ensure that any internal outsourcing arrangement and external outsourcing arrangement to third party service providers, complies with applicable rules and regulations whilst ensuring integrity and confidentiality of Customer Information is maintained.

## 26. Conflict of Interests

Potential conflicts between the interests of CS, its affiliates, and their employees, and the interests of Customers, are sometimes unavoidable. CS is committed to identifying and managing actual or potential conflicts of interest and CS has adopted policies and procedures to achieve this goal.

## 27. Termination

27.1. Either the Customer or CS may terminate this Agreement or the Customer's use of a Product by giving the other party prior notice in writing in accordance with this Agreement.

27.2. If CS determines that there have been no transactions conducted by the Customer in connection with the Account for a period of two years, CS may designate such Account as a dormant account ("Dormant Account").

27.3. Upon the designation by CS of any Account as a Dormant Account, the Customer acknowledges and accepts that CS:

- (a) shall not be obliged to send any further statement to the Customer, unless otherwise required by applicable laws;
- (b) shall be entitled to impose charges in accordance with Clause 13; and
- (c) upon providing the Customer with prior notice, shall be entitled to close such Dormant Account.

27.4. Where CS is unable to apply appropriate Customer due diligence measures i.e. CS is unable to verify the identity and/or obtain documents required as per the risk categorisation due to non-cooperation of the Customer or the data/information furnished to the bank is not reliable, it may take a decision not to open the Account.

27.5. If CS is not able to adhere to the 'Know Your Customer' guidelines in a particular Account due to non-cooperation by the Customer or non-reliability of the data/ information furnished to the CS, it may close the Account, after giving due notice to the Customer explaining the reasons for such a decision.

27.6. In case CS receives an objection or a negative observation from any bank with which the Customer has credit facilities, for any reason whatsoever including but not limited to irregularities in an account held by the Customer with such bank, CS reserves the right, *inter alia* if required by a regulator, to close the Account of the Customer with it and transfer the monies lying to the credit of the Account (after deduction of CS's dues) to the Customer's account with such objecting bank or lead lender bank of the Customer or transfer the funds in such other manner as may be directed / advised by any regulatory body including but not limited to the Reserve Bank of India. The Customer further agrees and acknowledges that upon such receipt of objection or observation by CS, a freeze will be imposed on the Account and no further transaction will be permitted.

## 28. Event of Default

In addition to CS's other rights under this Agreement, CS may terminate this Agreement or the Customer's right to use any Product with or without notice to the Customer (notwithstanding any other provision in these General Terms) if:

- (a) the Customer or any Security Provider has given incorrect, incomplete or misleading information to CS or made a representation or warranty that is incorrect or misleading;
- (b) the Customer has breached any term of this Agreement or any other arrangement the Customer has entered into with a member of the Credit Suisse Group or a Security Provider has breached any term of any security (This includes a situation where the Customer or a Security Provider has not paid an amount required to be paid to CS or has not ensured there are sufficient funds available in an Account which has been nominated for debiting payment.);
- (c) there is a material adverse change in the financial condition or net asset value of the Customer or the Customer fails to pay its debts generally as they become due or Customer has committed a material breach of applicable law;
- (d) the Customer disaffirms or repudiates any transaction with CS;
- (e) the Customer fails to make any payment or delivery to CS when due;
- (f) any enforcement action is taken with respect to the Customer in respect of any security or arrangement having a similar effect to security;

- (g) the Customer has breached any term of any arrangement the Customer has with another financial institution or another financial institution has suspended or terminated the Customer's use of any banking facility;
- (h) the Customer fails in any way to perform any of its other material obligations promptly after receipt of written notice of such failure;
- (i) the Customer or any Security Provider becomes Insolvent or any of the Customer's or their assets are subject to Insolvency proceedings;
- (j) the Customer or any Security Provider dies or becomes incapacitated;
- (k) the Customer or any Security Provider acts fraudulently or dishonestly;
- (l) any of the Customer's or any Security Provider's property is subject to enforcement of a judgment by any party;
- (m) the Customer is convicted of a crime;
- (n) legal proceedings to recover debts or criminal proceedings are commenced against the Customer;
- (o) the Customer uses a Product for an illegitimate purpose;
- (p) CS considers that an Account is being operated in an irregular or improper manner;
- (q) performance of any obligation by either the Customer or CS under this Agreement or a Security Provider under any security any other agreement with Credit Suisse or any of its affiliates is or is likely to breach a law or a requirement of any authority;
- (r) CS otherwise reasonably deems it necessary or advisable for its protection or in order to enable it to comply with applicable law; or
- (s) there are any frequent returns of inward stock/outward cheques in the Account.

This Agreement may specify additional circumstances in which the Customer or CS may end the Customer's right to use a Product.

## 29. Consequences of Termination

After this Agreement is terminated, the Customer must:

- (a) not use any Product provided by CS;
- (b) immediately repay all amounts owing to CS including the total of the Balance Owing for all Accounts; and
- (c) do any other thing which this Agreement require to be done when the Customer's right to use the Product ends.

The termination of this Agreement, or the Product Terms, does not affect any of the rights and obligations of either party, which arose before it ended. Unless otherwise agreed to, the Customer is not entitled to any refund of any fee or amount paid or subsidy received in connection with any Product. All provisions in the General Terms or Product Terms in connection with clawbacks, indemnities, limitation of liability, disclosure of information, set off, currency conversion, tax, and the provisions relating to enforcement, governing law, and confidentiality survive termination of the General Terms and Product Terms.

After this Agreement and/ or Product Terms ends, CS may review and withdraw any promotional or preferential arrangement that applies to the Customer.

## 30. Notification of CS Policy Concerning New Business with Certain Sensitive Countries and Parties

CS has adopted a policy that neither it nor its affiliates will enter into any new business relationships with certain sensitive countries and sensitive parties. CS has adopted this policy in order to help mitigate the risks associated with conducting business with these sensitive countries and sensitive parties and to comply with applicable laws and regulations in the various countries where it operates. The list of sensitive countries currently includes Cuba, Iran, Myanmar (Burma), North Korea, Syria, and Sudan. This list may be changed by CS, as it deems appropriate in its sole discretion in order to protect its reputation. The affected sensitive parties include (a) the governments of the sensitive countries, (b) individuals who reside in the sensitive countries or who are sanctioned because of their ties to a sensitive country, (c) entities that are organised under the laws of, operate from, or are owned or controlled by the governments of or persons in, any of the sensitive countries, and (d) persons and entities who have been identified by a relevant governmental authority as supporting terrorism or as a money-laundering concern.

Under this policy, CS will not open new accounts or relationships involving the sensitive countries or sensitive parties, process payments to or receive funds from these countries or parties, engage in any credit financing (such as letters of credit) with or involving these countries or parties, or trade or hold Securities or other financial instruments for or on behalf of, or issued by, any such country or party.

If CS becomes aware that a business relationship or transaction involves a sensitive country or sensitive party, it reserves the right to terminate or refuse to continue that relationship or transaction.

### **31. Enforcement**

CS may take any action that it considers appropriate to enforce this Agreement or any Collateral including:

- (a) employing any third party agent to collect any amount owing to CS;
- (b) attaching the Balance Owing for the Customer's Accounts to the Customer or a Security Provider's property;
- (c) taking steps to enforce its rights against the Customer or a Security Provider's property such as by lodging caveats; and
- (d) commencing legal proceedings against the Customer or a Security Provider.

### **32. Amendments and Waiver**

Any waiver of a breach of any term of this Agreement shall not affect the rights of CS in the future in respect of any further breach of that or any other term.

CS may amend these General Terms by providing 30 days notice to the Customer in accordance with these General Terms or by issuing to the Customer revised General Terms which shall take effect on the date stated in the letter accompanying such revised General Terms.

### **33. Assignment**

- (a) This Agreement is personal to the Customer and the Customer may not assign or transfer its rights and obligations under this Agreement to anyone without the prior written consent of CS.
- (b) CS may assign or otherwise deal with its rights under this Agreement or under any Product in any way it considers appropriate to any person. If CS does this, the Customer may not claim against any assignee any right of set-off or other rights the Customer has against CS. If CS requires, the Customer must execute and give CS or any other person specified by CS any document CS reasonably requires for this purpose.

### **34. Governing Law and Jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of India and the Customer irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Mumbai.

CS retains the right to bring proceedings against the Customer in its absolute discretion in any other courts including the courts of any other country which may have jurisdiction to whose jurisdiction the Customer irrevocably submit.

CS and the Customer shall endeavour to settle all disputes or differences arising in connection with this Agreement including its creation, validity, effect, interpretation or performance by mutual dialogue within 30 banking days from the date of the dispute or difference arising.

Subject to Clauses 34.2 and 34.3 herein, the Courts of Mumbai have exclusive jurisdiction in connection with this Agreement and for such purposes the parties irrevocably submit to the jurisdiction of the Courts at Mumbai.

### **35. Miscellaneous**

The Customer agrees that it has sole responsibility for the management of its legal obligations and tax affairs including making any applicable filings and payments and complying with any applicable laws and regulations, including in relation to taxation. CS and its affiliates will not provide the Customer with legal or tax advice. The Customer must obtain its own independent legal and tax advice, tailored to the Customer's particular circumstances. The Customer confirms that it is aware of all legal and tax obligations that apply to the Customer arising from the Products that CS is providing to the Customer and that the Customer will undertake all necessary steps to fulfill these obligations.

If this Agreement specifies when the Customer must perform an obligation, the Customer must perform it by the time specified. The Customer must perform all other obligations promptly.

If CS does not exercise a right or remedy fully or at a given time, CS can still exercise it later.

Except for a waiver or variation in accordance these General Terms, nothing CS does suspends, varies or prevents CS from exercising its rights under this Agreement.

CS is not liable for any Loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy, whether or not caused by its negligence.

The rights and remedies of CS under this Agreement including the General Terms and any security document:

- (a) are in addition to other rights and remedies given by law independently of this Agreement;
- (b) do not merge with and are not adversely affected by any other Collateral and may be executed independently or together with any rights or remedies including under any other Collateral;
- (c) may be exercised even if this involves a conflict of duty or CS has a personal interest in its exercise; and
- (d) is not affected by any payment, settlement or any thing which might otherwise affect them at law.

The Customer must comply with all conditions in any consent or approval CS gives in connection with this Agreement.

If CS considers any funds in any Account may be subject to conflicting claims, CS may take action (including getting legal advice or taking legal proceedings) to determine the matter. CS may act in accordance with any determination and CS is not liable to the Customer for any Loss the Customer incurs.

Nothing in this Agreement requires CS to do or not do anything if it would or might in its reasonable opinion constitute a breach of its policy or any applicable law or requirement of any authority.

CS may open an Account in accordance with these General Terms to administer any transactions for any Product.

The General Terms do not create or confer any rights or benefits enforceable by any person not a party to it except:

- (e) a member of the Credit Suisse Group may enforce any rights or benefits in General Terms;
- (f) a member of the Credit Suisse Group may enforce the rights or benefits of any indemnity, limitation or exclusion of liability in General Terms; and
- (g) a person who is a permitted successor or assignee of the rights or benefits of General Terms may enforce those rights or benefits.

Subject to these General Terms, all Securities, agreements, obligations given or undertaken by the Customer or a Security Provider remain valid and binding despite any change in CS, the Customer or a Security Provider's constitution by amalgamation, consolidation, reconstruction, death, retirement or otherwise.

In order to comply with anti-money laundering laws, counter terrorist financing laws, regulations and policies (including CS policies), reporting requirements under financial transactions legislation and requests of authorities, the Credit Suisse Group may be:

- (h) prohibited from entering or concluding transactions involving certain persons or entities; or
- (i) required to report suspicious transactions to an authority. Transactions impacted include those that may:
  - (i) involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
  - (ii) be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
  - (iii) involve persons or entities which may be the subject of sanctions.

A member of the Credit Suisse Group may intercept and investigate any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf and may delay, block or refuse to make any payment. Payment screening may cause a delay in processing certain information.

No member of the Credit Suisse Group is liable for any Loss arising out of any action taken or any delay or failure by CS, or a member of the Credit Suisse Group, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out above.

**SECTION V -  
SECTION V - DEFINITIONS AND INTERPRETATION**

**36. Definitions**

The following terms have the following meanings:

- (a) **Account** means savings account and/or current account designated by CS as eligible account for operations or such other account opened by a Customer with CS.
- (b) **Authorised Person** means any person the Customer authorises (either alone or collectively) and CS approves to operate an Account and to act on the Customer's behalf in giving instructions, to perform any other acts under General Terms in relation to an Account or the use of any Product.
- (c) **Balance Owning** means, for a particular Account/ Product, at any time, the difference between all amounts credited and all amounts debited to the Customer in connection with that Account/ Product at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.
- (d) **Collateral** means any security over the assets of the Customer for the payment of money or performance of obligations including a mortgage, charge, pledge, lien or guarantee and indemnity granted to CS.
- (e) **CS** means Credit Suisse A.G. acting through its Mumbai Branch and in each case, its successors and assignees.
- (f) **Credit Suisse Group** means CS, its parent or subsidiary companies and any companies such parent or subsidiary companies totally or partly own, including any affiliates and associates entities.
- (g) **Customer** means any person entering this into these General Terms with CS, which expressions shall, unless repugnant to the context or meaning thereof, be deemed to mean and includes, (i) a Sole Proprietorship Firm, its heirs, legal representatives, executors, administrators and permitted assigns; (ii) a Partnership Firm, the partners or partner for the time being of the Partnership Firm, the survivors or survivor of them, their respective heirs, executors and administrators; (iii) a Company, their successors and permitted assigns; (iv) a Trust, the trustees for the time being of the Trust, survivors or survivor of them and the heirs, executors and administrators of the last surviving trustee.
- (h) **Event of Default** means and includes such events as have been described in Clause 28 of these General Terms.
- (i) **Insolvency** or **Insolvent** shall mean if any corporate action, legal proceedings or other step has been taken in relation to or the occurrence of any of the following events:
  - (i) suspension of payments, moratorium of indebtedness, bankruptcy or composition or arrangement with creditors;
  - (ii) the appointment of a receiver, administrator in respect of the Customer or any of the Customer's assets;
  - (iii) expropriation, attachment, sequestration, distress or execution affecting any of the Customer's assets or the enforcement of any security over the Customer's assets; or
  - (iv) anything having a substantially similar effect to any of these things happening in any jurisdiction.
- (j) **Loss** means any loss, damage, demand, claims, liabilities, costs (including legal costs), charges and expenses of any kind.
- (k) **Product(s)** means any Account and/or any form of investment including, fixed income securities, money market products, derivatives, repurchase transactions, listed securities including without limitation, debentures, government bonds, municipal bonds, corporate bonds, treasury bills, debenture and non-convertible debentures, certificates of deposit, and rights to any of them and other categories of securities and/or other services that CS may provide from time to time to the Customer in relation to the same.
- (l) **Product Terms** means, for a Product, the specific terms and conditions that apply specifically to a Product, in addition to these General Terms.
- (m) **Securities** shall also include shares, stocks, debentures, bonds, notes, warrants, options, securities, depositary receipts, interests in any collective investment vehicles (whether in corporate, unit trust or other legal form) or other similar property (including evidence of securities or title thereto and all rights in respect thereof, whether represented by a certificate or by an entry in the books or other permanent records of an issuer, a trustee or other fiduciary thereof) or any financial or capital market instrument

of whatsoever nature made or issued by any statutory authority or body corporate, incorporated or registered by or under any law.

- (n) **Security Provider** means each person who provides Collateral in favour of CS in respect of the Customer's obligations to CS.

Interpretation

In these General Terms, unless the context requires otherwise:

- (o) The singular includes the plural and vice versa.
- (p) Headings in these Terms are for convenience only and do not affect their interpretation.

A reference to:

- (q) a "banking day" is a reference to a day when banks are open for general banking business in India;
- (r) "including", "such as" or "for example" when introducing an example does not limit the meaning of words to which the example relates to that example or examples of a similar kind;
- (s) a law includes any regulation, rule, official directive, request, or guideline (whether or not having the force of law) of any authority; and
- (t) a document includes any variation or replacement of it.

## SECTION VI - SECTION VI - RISK DISCLOSURE STATEMENT

### 37. Generic Risk Disclosure Statement for Shares and Bonds

#### 37.1 Shares

A share is an instrument representing a shareholder's rights in a company. Shares may be issued in bearer or registered form and may be certificated or non-certificated. One share represents a fraction of a corporation's share capital. Dividend payments and an increase in the value of the security are both possible, although not guaranteed. The shareholder has financial and ownership rights which are determined by law and the issuing company's articles of association. Unless otherwise provided, transfers of bearer shares do not entail any formalities. However, transfers of registered shares are often subject to limitations.

Dealing in shares may involve risks including but not limited to the following:

- (a) *Company risk*: a share purchaser does not lend funds to the company, but becomes a co-owner of the corporation. He or she thus participates in its development as well as in chances for profits and losses, which makes it difficult to forecast the precise yield on such an investment. An extreme case would be if the company went bankrupt, thereby wiping out the total sums invested.
- (b) *Price risk*: share prices may undergo unforeseeable price fluctuations causing risks of loss. Price increases and decreases in the short-, medium- and long-term alternate without it being possible to determine the duration of those cycles. General market risk must be distinguished from the specific risk attached to the company itself. Both risks, jointly or in aggregate, influence share prices.
- (c) *Dividend risk*: the dividend per share mainly depends on the issuing company's earnings and on its dividend policy. In case of low profits or losses, dividend payments may be reduced or not made at all.

#### 37.2 Bonds

Bonds are negotiable debt instruments issued in bearer or registered form by a company or a government body to creditors and whose par value at issuance represents a fraction of the total amount of the debt. The duration of the debt as well as the terms and conditions of repayment are determined in advance. Unless stipulated otherwise, the bond is repaid either at the maturity date, or by means of annual payments, or at different rates determined by drawing lots. The interest payments on bonds may be either (i) fixed for the entire duration or (ii) variable and often linked to reference rates (e.g. FIBOR or LIBOR). The purchaser of a bond (the creditor) has a claim against the issuer (the debtor).

Dealing in bonds may involve risks including but not limited to the following:

- (d) *Insolvency risk*: the issuer may become temporarily or permanently Insolvent, resulting in its incapacity to repay the interest or redeem the bond. The solvency of an issuer may change due to one or more of a range of factors including the issuing company, the issuer's economic sector and/or the political and economic status of the countries concerned. The deterioration of the issuer's solvency will influence the price of the securities that it issues.

- (e) *Interest rate risk:* uncertainty concerning interest rate movements means that purchasers of fixed-rate securities carry the risk of a fall in the prices of the securities if interest rates rise. The longer the duration of the loan and the lower the interest rate, the higher a bond's sensitivity to a rise in the market rates.
- (f) *Credit risk:* the value of a bond will fall in the event of a default or reduced credit rating of the issuer. Generally, the higher the relative rate of interest (that is, relative to the interest rate on a risk-free security of similar maturity and interest rate structure), the higher the perceived credit risk of the issuer.
- (g) *Early redemption risk:* the issuer of a bond may include a provision allowing early redemption of the bond if market interest rates fall. Such early redemption may result in a change to the expected yield.
- (h) *Risks specific to bonds redeemable by drawing:* bonds redeemable by drawing have a maturity that is difficult to determine, so unexpected changes in the yield on these bonds may occur.
- (i) *Risks specific to certain types of bond:* additional risks may be associated with certain types of bond, for example floating rate notes, reverse floating rate notes, zero coupon bonds, foreign currency bonds, convertible bonds, reverse convertible notes, indexed bonds, and subordinated bonds. For such bonds, the Customer is advised to make inquiries about the risks referred to in the issuance prospectus and not to purchase such securities before being certain that all risks are fully understood. In the case of subordinated bonds, the Customer is advised to enquire about the ranking of the debenture compared to the issuer's other debentures. Indeed, if the issuer becomes bankrupt, those bonds will only be redeemed after repayment of all higher ranked creditors and as such there is a risk that the Customer will not be reimbursed. In the case of reverse convertible notes, there is a risk that the Customer will not be entirely reimbursed, but will receive only an amount equivalent to the underlying securities at maturity.

### 38. Generic Risk Disclosure Statement for OTC Derivative, Structured Note and Warrant Transactions

In common with many other financial transactions, over-the-counter ("**OTC**") derivative, structured note and warrant transactions, in addition to providing significant benefits, may involve a variety of significant risks. OTC derivatives include options, forwards, swaps, swaptions, caps, floors, collars, combinations and variations of such transactions, and other contractual arrangements. Structured notes include debt or depository instruments having economic features similar to one or more OTC derivative transactions and warrants are securitised options. OTC derivative, structured note and warrant transactions may all involve or be based upon interest rates, currencies, securities, commodities, and other underlying interests.

Before entering into any OTC derivative, structured note or warrant transaction, the Customer should carefully consider whether the transaction is appropriate for the Customer in light of the Customer's objectives, experience, financial and operational resources, and other relevant circumstances. The Customer should also ensure that the Customer fully understand the nature of the transaction and contractual relationship into which the Customer is entering and the nature and extent of the Customer's exposure to risk of loss, which may significantly exceed the amount of any initial payment by or to the Customer.

The specific risks presented by a particular OTC derivative, structured note or warrant transaction necessarily depend upon the terms of that transaction and the Customer's circumstances. In general, however, all OTC derivative, structured note and warrant transactions involve risks, which include (among others) the risk of adverse or unanticipated market, financial, or political developments, risk of counterparty or issuer default and other credit and enforcement risks, and risk of illiquidity and related risks. In addition, the Customer may be subject to operational risks in the event that the Customer does not have in place appropriate internal systems and controls to monitor the various risks, funding and other requirements to which the Customer may be subject by virtue of the Customer's activities in OTC derivatives, structured notes and warrants, and other financial markets.

OTC derivative, structured note and warrant transactions permit precise customisation to accomplish particular financial and risk management objectives that might otherwise be unachievable. Customisation can, however, introduce significant liquidity risk and other risk factors of a complex character.

As in any financial transaction, the Customer should ensure that it understands the requirements (including investment restrictions), if any, applicable to it that are established by its regulators or by its board of directors or other governing body. The Customer should also consider the legal, tax and accounting implications of entering into any OTC derivative, structured note or warrant transaction. To the extent appropriate in light of the specific OTC derivative, structured note or warrant transaction, and the Customer's particular circumstances, it should consider consulting such advisers as may be appropriate to assist it in understanding the risks involved. If the Customer is acting in the capacity of financial adviser, agent or fiduciary the Customer should evaluate the foregoing matters in light of the circumstances applicable to the Customer's client or principal and any obligations or limitations imposed on the Customer as adviser, agent or fiduciary.

In entering into any OTC derivative, structured note, or warrant transaction with, or arranged by, CS or any of its affiliates (collectively "**CS**"), the Customer should also understand that CS is acting solely in the capacity of an arm's length contractual counterparty and not in the capacity of its financial adviser or fiduciary unless CS has so agreed in writing and then only to the extent so provided. Whether or not the Customer and CS have

established a written financial advisory or fiduciary relationship, CS may from time to time have substantial long or short positions in, and may make a market in or otherwise buy or sell instruments identical or economically related to, the OTC derivative, structured note, or warrant transaction entered into with the Customer; CS may also have an investment banking, corporate advisory, or other commercial relationship with the issuer of any security or financial instrument underlying the OTC derivative, structured note or warrant transaction entered into with the Customer.

**THIS BRIEF STATEMENT DOES NOT PURPORT TO DISCLOSE ALL OF THE RISKS OR OTHER RELEVANT CONSIDERATIONS OF ENTERING INTO OTC DERIVATIVE, STRUCTURED NOTE, OR WARRANT TRANSACTIONS. THE CUSTOMER SHOULD REFRAIN FROM ENTERING INTO ANY SUCH TRANSACTION UNLESS THE CUSTOMER FULLY UNDERSTANDS ALL SUCH RISKS AND HAVE INDEPENDENTLY DETERMINED THAT THE TRANSACTION IS APPROPRIATE FOR THE CUSTOMER.**

#### Emerging Markets Risk Disclosure Statement

- (a) This Risk Disclosure Statement is intended to inform investors of the uncertainties and risks associated with investments and transactions in various types of products (equities, fixed income, derivatives, currencies, commodities, loan obligations and other contracts) ("**Instruments**") of, or related or linked to, issuers and obligors incorporated, based or principally engaged in business in emerging markets countries. The risks of investing in Instruments linked to these countries are magnified because of, among other things, political uncertainties and the relative instability of their developing financial markets and economies. Moreover, many emerging markets countries do not have fully developed or clear legal, judicial, regulatory or settlement infrastructures. Consequently, making investments in or with respect to these markets and Instruments involves significant risks that may not be present in or with respect to more developed markets. This Risk Disclosure Statement is intended to summarise some of the investment risks present in investing in emerging markets Instruments but, of course, cannot disclose all possible risks of buying and selling such Instruments.

Investments in emerging markets Instruments should be made only by sophisticated investors or experienced professionals who have independent knowledge of the relevant markets, are able to consider and weigh the various risks presented by such instruments, and have the financial resources necessary to bear the substantial risk of loss of investment in such Instruments.

#### Emerging Markets

- (b) Countries with emerging markets include, but are not limited to (1) countries that have an emerging stock market in a developing economy as defined by the International Finance Corporation, (2) countries that have low to middle income economies according to the World Bank, and (3) countries listed in World Bank publications as developing. The list of emerging markets countries is subject to continuous change; broadly they include any country other than Austria, Australia, Belgium, Canada, Denmark, Finland, France, Germany, Hong Kong, Ireland, Italy, Japan, Luxembourg, The Netherlands, New Zealand, Norway, Portugal, Singapore, Spain, Sweden, Switzerland, the United Kingdom and the United States of America.

#### Types of Instruments

There are various types of emerging markets equity and debt Instruments (including sovereign loans and loan participations.) In many cases, these Instruments may not be registered with local governments and may be privately placed or not listed on exchanges. Some types of emerging markets Instruments are listed as follows:

Equity	Fixed Income	Derivatives
<ul style="list-style-type: none"> <li>• American Depositary Receipts and Shares (ADRs/ADSs)</li> <li>• European Depositary Receipts (EDRs) and Global Depositary Receipts and Shares (GDRs/GDSs)</li> <li>• Common stock and ordinary shares other</li> <li>• Convertible securities</li> <li>• Preferred stock indices</li> <li>• Rights debt</li> <li>• Units</li> <li>• Warrants</li> <li>• Exchangeable securities and vouchers</li> </ul>	<ul style="list-style-type: none"> <li>• Bonds</li> <li>• Brady bonds</li> <li>• Pre-Brady loans</li> <li>• Currencies</li> <li>• Debentures</li> <li>• Eurobonds</li> <li>• Mortgages</li> <li>• Structured Notes and other debt</li> <li>• Sovereign debt (loans)</li> <li>• Trade receivables</li> </ul>	<ul style="list-style-type: none"> <li>• Futures</li> <li>• Swaps and Swaptions</li> <li>• Caps, floors and collars</li> <li>• Options on Brady bonds or Instruments</li> <li>• Options on securities and</li> <li>• Structured Notes and other instruments</li> </ul>

#### Event Risk

On occasion, a country or region will suffer an unforeseen catastrophic event (for example, a natural disaster) which causes disturbances in its financial markets, including rapid movements in its currency, that will affect

the value of Instruments in, or which relate to, that country. Furthermore, the value of Instruments and any income derived therefrom can be affected by global events, including events (political, economic or otherwise) occurring in a country other than that in which the Instruments are issued or traded.

#### Political Risk

Many emerging markets countries are undergoing, or have undergone in recent years, significant political change which has affected government policy, including the regulation of industry, trade, financial markets and foreign and domestic investment. The relative inexperience with such policies and instability of these political systems leaves them more vulnerable to economic hardship, public unrest or popular dissatisfaction with reform, political or diplomatic developments, social, ethnic, or religious instability or changes in government policies. Such circumstances, in turn, could lead to a reversal of some or all political reforms, a backlash against foreign investment, and possibly even a turn away from a market-orientated economy. For investors, the results may include confiscatory taxation, exchange controls, compulsory reacquisition, nationalisation or expropriation of foreign-owned assets without adequate compensation or the restructuring of particular industry sectors in a way that could adversely affect investments in those sectors. Any perceived, actual or expected disruptions or changes in government policies of a country, by elections or otherwise, can have a major impact on the value of Instruments linked to those countries.

#### Economic Risk

The economics of emerging markets countries are by their nature in early or intermediate stages of economic development, and therefore more vulnerable to rising interest rates and inflation. In fact, in many countries, high interest and inflation rates are the norm. Rates of economic growth, corporate profits, domestic and international flows of funds, external and sovereign debt, dependence on international trade, and sensitivity to world commodity prices play key roles in economic development, yet vary greatly from country to country. Businesses and governments in these countries may have a limited history of operating under market conditions. Accordingly, when compared to more developed countries, businesses and governments of emerging markets countries are relatively inexperienced in dealing with market conditions and have a limited capital base from which to borrow funds and develop their operations and economies. In addition, the lack of an economically feasible tax regime in certain countries poses the risk of sudden imposition of arbitrary or excessive taxes, which could adversely affect foreign investors. Furthermore, many emerging markets countries lack a strong infrastructure and banks and other financial institutions may not be well-developed or well regulated. All of the above factors, among others, can affect the proper functioning of the economy and have a corresponding adverse effect on the performance of Instruments linked to a particular market.

#### Credit Risk

Emerging markets sovereign and corporate debt tends to be riskier than sovereign and corporate debt in established markets. Issuers and obligors of debt in these countries are more likely to be unable to make timely coupon or principal, payments, thereby causing the underlying debt or loan to go into default. The sovereign debt of some countries is currently in technical default and there are no guarantees that such debt will eventually be restructured (possibly in a Brady bond-like arrangement) allowing for a more liquid market in that debt. The measure of a company's or government's ability to repay its debt affects not only the market for that particular debt but Instruments related to that company or country.

Additionally, evaluating credit risk for foreign bonds involves greater uncertainty because credit rating agencies throughout the world have different standards, making comparisons across countries difficult. Many debt Instruments are simply unrated and may already be in default or considered distressed, there is often less publicly available business and financial information about foreign issuers than those in developed countries. Furthermore, foreign companies are often not subject to uniform accounting, auditing and financial reporting standards. Also, some emerging markets countries may have accounting standards that bear little or no resemblance to, or may not even be reconcilable with, US generally accepted accounting principles.

#### Currency Risk

Many emerging markets Instruments are denominated in foreign currencies. The weakening of a country's currency relative to the US dollar or other benchmark currencies will negatively affect the dollar value of an Instrument denominated in that currency. Currency valuations are linked to a host of economic, social and political factors and can fluctuate greatly, even during intra-day trading. It is important to note that some countries have foreign exchange controls which may include the suspension of the ability to exchange or transfer currency, or the devaluation of the currency. Hedging can increase or decrease the exposure to any one currency, but may not eliminate completely exposure to changing currency values.

#### Market Risk

The emerging equity and debt markets of many emerging markets countries, like their economies, are in the early stages of development. These financial markets generally lack the level of transparency, liquidity, efficiency and regulation found in more developed markets. It is important, therefore, to be familiar with secondary market trading in emerging markets Instruments and the terminology and conventions applicable to transactions in these markets.

Price volatility in many of these markets can be extreme. Price discrepancies can be common and market dislocation is not uncommon. Additionally, as news about a country becomes available, the financial markets may react with dramatic upswings and/or downswings in prices during a very short period of time. These

markets also might not have regulations governing manipulation and insider trading or other provisions designed to 'level the playing field' with respect to the availability of information and the use or misuse thereof in such markets. It may be difficult to employ certain risk management practices for emerging markets Instruments, such as forward currency exchange contracts, stock options, currency options, stock and stock index options, futures contracts and options on futures contracts.

#### Liquidity/Gapping Risk

Liquidity of an Instrument is directly affected by the supply and demand for that Instrument. As the supply of potential sellers increases or demand by potential buyers decreases, or both, liquidity of the Instrument will decrease and bid/offer spreads will generally widen. On some instruments, because of their structure, liquidity is affected by the costs of unwinding an imbedded transaction. Natural disasters and economic, social, and political developments in a country can cause a decrease in the liquidity of investments related to that country, thereby making it difficult to sell promptly at an acceptable price. In addition, the failure, pending failure or financial difficulties of an entity holding significant positions in certain types of Instruments may trigger a decrease in the liquidity and value of the same or similar type of Instruments. The sale of instruments, including illiquid Instruments, could also be subject to legal restrictions in some countries.

#### Regulatory/Legal Risk

In emerging markets countries there is generally less government supervision and regulation of business and industry practices, stock exchanges, over-the-counter markets, brokers, dealers and issuers than in more developed countries. Whatever supervision is in place may be subject to manipulation or control. Many countries have mature legal systems comparable to those of more developed countries, while others do not. The process of regulatory and legal reform may not proceed at the same pace as market developments, which could result in confusion and uncertainty and, ultimately, increased investment risk. Legislation to safeguard the rights of private ownership may not yet be in place in certain areas, and there may be the risk of conflict among local, regional and national requirements. In certain areas, the laws and regulations governing investments in securities may not exist or may be subject to inconsistent or arbitrary application or interpretation and may be changed with retroactive effect. Both the independence of judicial systems and their immunity from economic, political or nationalistic influences remain largely untested in many countries. Judges and courts in many countries are generally inexperienced in the areas of business and corporate law. Companies are exposed to the risk that legislatures will revise established law solely in response to economic or political pressure or popular discontent. There is no guarantee that a foreign investor would obtain a satisfactory remedy in local courts in case of a breach of local laws or regulations or a dispute over ownership of assets. An investor may also encounter difficulties in pursuing legal remedies or in obtaining and enforcing judgments in foreign courts.

#### Trade Settlement, Processing and Clearing

Many emerging markets have different clearance and settlement procedures from those in more developed countries. For many emerging markets Instruments, there is no central clearing mechanism for settling trades and no central depository or custodian for the safe keeping of securities. Custodians can include domestic and foreign custodian banks and depositories, among others. The registration, recordkeeping and transfer of Instruments may be carried out manually, which may cause delays in the recording of ownership. Where applicable, CS will settle trades in emerging markets Instruments in accordance with the current market practice developed for such transactions by the Emerging Markets Traders Association. Otherwise, the transaction may be settled in accordance with the practice and procedure (to the extent applicable) of the relevant market. There are times when settlement dates are extended, and during the interim the market value of an Instrument may change. Moreover, certain markets have experienced times when settlements did not keep pace with the volume of transactions resulting in settlement difficulties. Because of the lack of standardised settlement procedures, settlement risk is more prominent than in more mature markets. In addition, the Customer may be subject to operational risks if the Customer do not have in place appropriate internal systems and controls to monitor the various risks, funding and other requirements to which the Customer may be subject by virtue of its activities with respect to emerging market Instruments.

#### Bondholder/Shareholder Risk

Rules in emerging markets countries regulating the ownership and corporate governance of companies (for example, requiring the disclosure of large ownership positions or governing tender offers by majority shareholders) may not exist or may provide little protection to bondholders and shareholders. Disclosure and reporting requirements in general, from annual and quarterly reports to prospectus content and delivery, may be minimal or non-existent. Antifraud and insider trading law is generally not very developed in many emerging markets countries. There may be no prohibitions or restrictions under local law on the ability of management to terminate existing business operations, sell or dispose of assets, or otherwise materially affect the value of the company without the consent of its shareholders. Anti dilution protection may also be very limited. There may be no fiduciary duty, or a limited concept of fiduciary duty, on the part of management or the directors to the company or to the shareholders as a whole or minority shareholders. Remedies for violations of shareholders' rights may be difficult to obtain because of the absence of a system of derivative or class action litigation.

#### Risks in General

The nature and extent of investment risks described above may vary from country to country and Instrument to Instrument. Many of these risks overlap, are correlated or related to one another, or are subsets of more

general risks. These investment risks will vary with:

- the type of investment being made
- the needs and objectives of particular investors
- the manner in which a particular investment is made or a specific Instrument is offered, sold or traded
- the location or domicile of the issuer
- the diversification or concentration in a portfolio (e.g., the amount invested in any one currency, security, country or issuer)
- the complexity of the transaction and the use of leverage.

#### Conclusion

Investments in Instruments related to emerging markets countries may be considered speculative, and their prices will be much more volatile than those in the more developed countries of the world. It is each customer's responsibility to manage the risks which arise as a result of investing in emerging markets Instruments and the allocation of assets in its portfolio. The risks set forth herein individually or in the aggregate, as well as other factors, could have a material adverse effect on the Customer's investment. This Risk Disclosure Statement is not intended to be an exhaustive list of all the risk factors affecting emerging markets Instruments. The Customer should seek advice from its own advisers with regard to tax, accounting and other factors to be considered when investing in an emerging markets Instrument.

Before making any investment in an emerging markets Instrument, the Customer should independently satisfy itself that it understands and appreciates the significance of the relevant risks, and that such an investment is appropriate and suitable for the Customer or its managed accounts in light of its objectives, experience, financial and operational resources, and other relevant circumstances. The Customer should also ensure that it fully understands the nature of the transaction and contractual relationship into which the Customer is entering and the nature and extent of its exposure to risk of Loss, which may significantly exceed the amount of any initial payment by or to the Customer. CS assumes that if the Customer is acting as an investment adviser or fiduciary for its customer, that its customer is aware of the risks and practices described herein, and that prior to each transaction the Customer has determined that such transaction is suitable for its customer. The Customer should understand that when conducting transactions in emerging market Instruments, CS is acting solely in the capacity of an arm's length counterparty and not in the capacity of the Customer's financial adviser unless otherwise agreed in writing.

Under no circumstances should this Risk Disclosure Statement be construed as investment advice or be used or considered as an offer to sell, or a solicitation of any offer to buy, any emerging markets Instrument. While CS may from time to time make a market in an emerging markets Instrument, it does not commit to make a market in any Instrument and provides no guarantee that a market in an Instrument will exist at the time an investor seeks to buy or sell such Instrument. CS or a related entity may from time to time have long or short positions in and buy and sell Instruments referred to herein. CS or a related entity may also from time to time perform investment banking or other services for, or solicit investment banking or other business from, any issuer located in an emerging markets country or any government of an emerging markets country.

### 39. Tax

CS does not provide tax advice or opinion on any transaction nor on the tax risks of any transaction and the Customer is advised to ensure that it has taken its own advice, including (where appropriate) from an independent tax adviser, to enable the Customer to satisfy itself as to the tax implications of any transaction.

## SECTION VII – CUSTOMER EXECUTION OF GENERAL TERMS

### Confirmation and Acknowledgement

By executing these General Terms, the Customer confirms that it has received, read and understood the General Terms and Schedule of Chargers applicable to the banking services provided and agrees to be bound by the same, as modified, amended and in force from time to time. The General Terms shall apply to all accounts subsequently opened upon the Customer's request at the absolute discretion of CS and will apply to all transactions conducted with or on behalf of the Customer by CS.

The Customer confirms that the signature(s) and stamp shown in this Section VII shall be recorded as the specimen signature(s) of the relevant Authorised Person(s) and the specimen stamp of the Customer.

Authorised Signature: \_\_\_\_\_

Name:  
Date:

Authorised Signature: \_\_\_\_\_

Name:  
Date: