

CREDIT SUISSE SECURITIES (INDIA) PRIVATE LIMITED

Registered Office & Correspondence Office : SEBI Registration Numbers:

9th Floor, Ceejay House, Plot F, Shivsagar Estate	NSE (Capital Market)	: INB230970637 dated October 7, 1997
Dr. Annie Besant Road, Worli, Mumbai 400 018, India	NSE (Futures & Options)	: INF230970637 dated July 3, 2000
Phone: +91 22 6777 3777; Fax: +91 22 6777 3710	NSE (F&O Clearing)	: INF230970637 dated February 5, 2008
Website: www.credit-suisse.com/in	BSE (Capital Market)	: INB010970631 dated August 11, 1998
	BSE (Futures & Options)	: INF010970631 dated June 2, 2000

CLIENT INFORMATION MEMORANDUM ('CIM')

(Applicable to Eligible Foreign Investors)

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Other Information :

- In terms of circular reference no. SEBI/MRD/SE/Cir-42/2003 dated November 19, 2003 issued by the Securities and Exchange Board of India, we wish to inform you that we may also conduct trading on our own account.
- For any grievance/dispute please contact Credit Suisse Securities (India) Private Limited at the above address or email id list.igcellstockbroking@credit-suisse.com and Phone no. + 91 22 6777 3777. In case not satisfied with the response, please contact the concerned exchange(s) at below mentioned details :

Exchange	Phone Nos.	Email Id
National Stock Exchange of India Limited	1800220058	ignse@nse.co.in
Bombay Stock Exchange Limited	022- 2272 8097	is@bseindia.com

- Compliance Officer Details :

Name : Harshda Dubey
 Contact nos. : +91 22 6777 3745 Fax : +91 22 6777 3710
 Email : harshda.dubey@credit-suisse.com

- CEO Details :

Name : Mihir Doshi – Managing Director & Country Head
 Contact nos. : +91 22 6777 3701 Fax : +91 22 6777 3710
 Email : mihir.doshi@credit-suisse.com

RIGHTS AND OBLIGATIONS OF STOCK BROKER, SUB-BROKERS¹ AND CLIENT
(Mandatory clauses prescribed by SEBI and Stock Exchanges)

1. The client shall invest/trade in those securities/contracts/other instruments admitted to dealings on the Exchanges as defined in the Rules, Byelaws and Regulations of Exchanges/ Securities and Exchange Board of India (SEBI) and circulars/notices issued there under from time to time.
2. The stock broker, sub-broker and the client shall be bound by all the Rules, Byelaws and Regulations of the Exchange and circulars/notices issued there under and Rules and Regulations of SEBI and relevant notifications of Government authorities as may be in force from time to time.
3. The client shall satisfy itself of the capacity of the stock broker to deal in securities and/or deal in derivatives contracts and wishes to execute its orders through the stock broker and the client shall from time to time continue to satisfy itself of such capability of the stock broker before executing orders through the stock broker.
4. The stock broker shall continuously satisfy itself about the genuineness and financial soundness of the client and investment objectives relevant to the services to be provided.
5. The stock broker shall take steps to make the client aware of the precise nature of the Stock broker's liability for business to be conducted, including any limitations, the liability and the capacity in which the stock broker acts.
6. The sub-broker shall provide necessary assistance and co-operate with the stock broker in all its dealing with the client(s).

CLIENT INFORMATION

7. The client shall furnish all such details in full as are required by the stock broker in "Account Opening Form" with supporting details, made mandatory by stock exchanges/SEBI from time to time.
8. The client shall familiarize himself with all the mandatory provisions in the Account Opening documents. Any additional clauses or documents specified by the stock broker shall be non-mandatory, as per terms & conditions accepted by the client.
9. The client shall immediately notify the stock broker in writing if there is any change in the information in the 'account opening form' as provided at the time of account opening and thereafter; including the information on winding up petition/insolvency petition or any litigation which may have material bearing on his capacity. The client shall provide/update the financial information to the stock broker on a periodic basis.
10. The stock broker and sub-broker shall maintain all the details of the client as mentioned in the account opening form or any other information pertaining to the client, confidentially and that they shall not disclose the same to any person/authority except as required under any law/regulatory requirements. Provided however that the stock broker may so disclose information about his client to any person or authority with the express permission of the client.

¹ Credit Suisse Securities (India) Private Limited does not provide services through Sub-Broker, hence provisions relating to Sub-Broker are not applicable

MARGINS

11. The client shall pay applicable initial margins, withholding margins, special margins or such other margins as are considered necessary by the stock broker or the Exchange or as may be directed by SEBI from time to time as applicable to the segment(s) in which the client trades. The stock broker is permitted in its sole and absolute discretion to collect additional margins (even though not required by the Exchange, Clearing House/Clearing Corporation or SEBI) and the client shall be obliged to pay such margins within the stipulated time.
12. The client understands that payment of margins by the client does not necessarily imply complete satisfaction of all dues. In spite of consistently having paid margins, the client may, on the settlement of its trade, be obliged to pay (or entitled to receive) such further sums as the contract may dictate/require.

TRANSACTIONS AND SETTLEMENTS

13. The client shall give any order for buy or sell of a security/derivatives contract in writing or in such form or manner, as may be mutually agreed between the client and the stock broker. The stock broker shall ensure to place orders and execute the trades of the client, only in the Unique Client Code assigned to that client.
14. The stock broker shall inform the client and keep him apprised about trading/settlement cycles, delivery/payment schedules, any changes therein from time to time, and it shall be the responsibility in turn of the client to comply with such schedules/procedures of the relevant stock exchange where the trade is executed.
15. The stock broker shall ensure that the money/securities deposited by the client shall be kept in a separate account, distinct from his/its own account or account of any other client and shall not be used by the stock broker for himself/itself or for any other client or for any purpose other than the purposes mentioned in Rules, Regulations, circulars, notices, guidelines of SEBI and/or Rules, Regulations, Bye-laws, circulars and notices of Exchange.
16. Where the Exchange(s) cancels trade(s) suo moto all such trades including the trade/s done on behalf of the client shall ipso facto stand cancelled, stock broker shall be entitled to cancel the respective contract(s) with client(s).
17. The transactions executed on the Exchange are subject to Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges where the trade is executed and all parties to such trade shall have submitted to the jurisdiction of such court as may be specified by the Byelaws and Regulations of the Exchanges where the trade is executed for the purpose of giving effect to the provisions of the Rules, Byelaws and Regulations of the Exchanges and the circulars/notices issued thereunder.

BROKERAGE

18. The Client shall pay to the stock broker brokerage and statutory levies as are prevailing from time to time and as they apply to the Client's account, transactions and to the services that stock broker renders to the Client. The stock broker shall not charge brokerage more than the maximum brokerage permissible as per the rules, regulations and bye-laws of the relevant stock exchanges and/or rules and regulations of SEBI.

LIQUIDATION AND CLOSE OUT OF POSITION

19. Without prejudice to the stock broker's other rights (including the right to refer a matter to arbitration), the client understands that the stock broker shall be entitled to liquidate/close out all or any of the client's positions for non-payment of margins or other amounts, outstanding debts, etc. and adjust the proceeds of such liquidation/close out, if any, against the client's liabilities/obligations. Any and all losses and financial charges on account of such liquidation/closing-out shall be charged to and borne by the client.
20. In the event of death or insolvency of the client or his/its otherwise becoming incapable of receiving and paying for or delivering or transferring securities which the client has ordered to be bought or sold, stock broker may close out the transaction of the client and claim losses, if any, against the estate of the client. The client or his nominees, successors, heirs and assignee shall be entitled to any surplus which may result there from. The client shall note that transfer of funds/securities in favor of a Nominee shall be valid discharge by the stock broker against the legal heir.
21. The stock broker shall bring to the notice of the relevant Exchange the information about default in payment/delivery and related aspects by a client. In case where defaulting client is a corporate entity/partnership/proprietary firm or any other artificial legal entity, then the name(s) of Director(s)/Promoter(s)/Partner(s)/Proprietor as the case may be, shall also be communicated by the stock broker to the relevant Exchange(s).

DISPUTE RESOLUTION

22. The stock broker shall provide the client with the relevant contact details of the concerned Exchanges and SEBI.
23. The stock broker shall co-operate in redressing grievances of the client in respect of all transactions routed through it and in removing objections for bad delivery of shares, rectification of bad delivery, etc.
24. The client and the stock broker shall refer any claims and/or disputes with respect to deposits, margin money, etc., to arbitration as per the Rules, Byelaws and Regulations of the Exchanges where the trade is executed and circulars/notices issued thereunder as may be in force from time to time.
25. The stock broker shall ensure faster settlement of any arbitration proceedings arising out of the transactions entered into between him vis-à-vis the client and he shall be liable to implement the arbitration awards made in such proceedings.
26. The client/stock broker understands that the instructions issued by an authorized representative for dispute resolution, if any, of the client/stock broker shall be binding on the client/stock broker in accordance with the letter authorizing the said representative to deal on behalf of the said client/stock broker.

TERMINATION OF RELATIONSHIP

27. This relationship between the stock broker and the client shall be terminated; if the stock broker for any reason ceases to be a member of the stock exchange including cessation of membership by reason of the stock broker's default, death, resignation or expulsion or if the certificate is cancelled by the Board.
28. The stock broker, sub-broker and the client shall be entitled to terminate the relationship between them without giving any reasons to the other party, after giving notice in writing of not less than one month to the other parties. Notwithstanding any such termination, all rights, liabilities and obligations of the parties arising out of or in respect of transactions entered into prior to the termination of this relationship shall continue to

subsist and vest in/be binding on the respective parties or his/its respective heirs, executors, administrators, legal representatives or successors, as the case may be.

29. In the event of demise/insolvency of the sub-broker or the cancellation of his/its registration with SEBI or/withdrawal of recognition of the sub-broker by the stock exchange and/or termination of the agreement with the sub-broker by the stock broker, for any reason whatsoever, the client shall be informed of such termination and the client shall be deemed to be the direct client of the stock broker and all clauses in the 'Rights and Obligations' document(s) governing the stock broker, sub-broker and client shall continue to be in force as it is, unless the client intimates to the stock broker his/its intention to terminate their relationship by giving a notice in writing of not less one month.

ADDITIONAL RIGHTS AND OBLIGATIONS

30. The stock broker shall ensure due protection to the client regarding client's rights to dividends, rights or bonus shares, etc. in respect of transactions routed through it and it shall not do anything which is likely to harm the interest of the client with whom and for whom they may have had transactions in securities.
31. The stock broker and client shall reconcile and settle their accounts from time to time as per the Rules, Regulations, Bye Laws, Circulars, Notices and Guidelines issued by SEBI and the relevant Exchanges where the trade is executed.
32. The stock broker shall issue a contract note to his constituents for trades executed in such format as may be prescribed by the Exchange from time to time containing records of all transactions including details of order number, trade number, trade time, trade price, trade quantity, details of the derivatives contract, client code, brokerage, all charges levied etc. and with all other relevant details as required therein to be filled in and issued in such manner and within such time as prescribed by the Exchange. The stock broker shall send contract notes to the investors within one working day of the execution of the trades in hard copy and/or in electronic form using digital signature.
33. The stock broker shall make pay out of funds or delivery of securities, as the case may be, to the Client within one working day of receipt of the payout from the relevant Exchange where the trade is executed unless otherwise specified by the client and subject to such terms and conditions as may be prescribed by the relevant Exchange from time to time where the trade is executed.
34. The stock broker shall send a complete 'Statement of Accounts' for both funds and securities in respect of each of its clients in such periodicity and format within such time, as may be prescribed by the relevant Exchange, from time to time, where the trade is executed. The Statement shall also state that the client shall report errors, if any, in the Statement within such time as may be prescribed by the relevant Exchange from time to time where the trade was executed, from the receipt thereof to the Stock broker.
35. The stock broker shall send daily margin statements to the clients. Daily Margin statement should include, inter-alia, details of collateral deposited, collateral utilized and collateral status (available balance/due from client) with break up in terms of cash, Fixed Deposit Receipts (FDRs), Bank Guarantee and securities.
36. The client shall ensure that it has the required legal capacity to, and is authorized to, enter into the relationship with stock broker and is capable of performing his obligations and undertakings hereunder. All actions required to be taken to ensure compliance of all the transactions, which the Client may enter into shall be completed by the Client prior to such transaction being entered into.

ELECTRONIC CONTRACT NOTES (ECN)²

37. In case, client opts to receive the contract note in electronic form, he shall provide an appropriate e-mail id to the stock broker. The client shall communicate to the stock broker any change in the email-id through a physical letter. If the client has opted for internet trading, the request for change of email id may be made through the secured access by way of client specific user id and password.
38. The stock broker shall ensure that all ECNs sent through the e-mail shall be digitally signed, encrypted, non-tamper able and in compliance with the provisions of the IT Act, 2000. In case, ECN is sent through e-mail as an attachment, the attached file shall also be secured with the digital signature, encrypted and non-tamperable.
39. The client shall note that non-receipt of bounced mail notification by the stock broker shall amount to delivery of the contract note at the e-mail ID of the client.
40. The stock broker shall retain ECN and acknowledgement of the e-mail in a soft and non-tamperable form in the manner prescribed by the exchange in compliance with the provisions of the IT Act, 2000 and as per the extant rules/regulations/circulars/guidelines issued by SEBI/Stock Exchanges from time to time. The proof of delivery i.e., log report generated by the system at the time of sending the contract notes shall be maintained by the stock broker for the specified period under the extant regulations of SEBI/stock exchanges. The log report shall provide the details of the contract notes that are not delivered to the client/e-mails rejected or bounced back. The stock broker shall take all possible steps to ensure receipt of notification of bounced mails by him at all times within the stipulated time period under the extant regulations of SEBI/stock exchanges.
41. The stock broker shall continue to send contract notes in the physical mode to such clients who do not opt to receive the contract notes in the electronic form. Wherever the ECNs have not been delivered to the client or has been rejected (bouncing of mails) by the e-mail ID of the client, the stock broker shall send a physical contract note to the client within the stipulated time under the extant regulations of SEBI/stock exchanges and maintain the proof of delivery of such physical contract notes.
42. In addition to the e-mail communication of the ECNs to the client, the stock broker shall simultaneously publish the ECN on his designated web-site, if any, in a secured way and enable relevant access to the clients and for this purpose, shall allot a unique user name and password to the client, with an option to the client to save the contract note electronically and/or take a print out of the same.

LAW AND JURISDICTION

43. In addition to the specific rights set out in this document, the stock broker and the client shall be entitled to exercise any other rights which the stock broker or the client may have under the Rules, Bye-laws and Regulations of the Exchanges in which the client chooses to trade and circulars/notices issued thereunder or Rules and Regulations of SEBI.
44. The provisions of this document shall always be subject to Government notifications, any rules, regulations, guidelines and circulars/notices issued by SEBI and Rules, Regulations and Bye laws of the relevant stock exchanges, where the trade is executed, that may be in force from time to time.

² Credit Suisse Securities (India) Private Limited does not issue Electronic Contract Notes to its clients; hence this section is not applicable.

45. The stock broker and the client shall abide by any award passed by the Arbitrator(s) under the Arbitration and Conciliation Act, 1996. However, there is also a provision of appeal within the stock exchanges, if either party is not satisfied with the arbitration award.
46. Words and expressions which are used in this document but which are not defined herein shall, unless the context otherwise requires, have the same meaning as assigned thereto in the Rules, Byelaws and Regulations and circulars/notices issued thereunder of the Exchanges/SEBI.
47. All additional voluntary clauses/document added by the stock broker should not be in contravention with rules/regulations/notices/circulars of Exchanges/SEBI. Any changes in such voluntary clauses/document(s) need to be preceded by a notice of 15 days. Any changes in the rights and obligations which are specified by Exchanges/SEBI shall also be brought to the notice of the clients.
48. If the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant stock Exchanges where the trade is executed, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in this document.

INTERNET & WIRELESS TECHNOLOGY BASED TRADING FACILITY PROVIDED BY STOCK BROKERS TO CLIENT³

(All the clauses mentioned in the 'Rights and Obligations' document(s) shall be applicable. Additionally, the clauses mentioned herein shall also be applicable.)

1. Stock broker is eligible for providing Internet based trading (IBT) and securities trading through the use of wireless technology that shall include the use of devices such as mobile phone, laptop with data card, etc. which use Internet Protocol (IP). The stock broker shall comply with all requirements applicable to internet based trading/securities trading using wireless technology as may be specified by SEBI & the Exchanges from time to time.
2. The client is desirous of investing/trading in securities and for this purpose, the client is desirous of using either the internet based trading facility or the facility for securities trading through use of wireless technology. The Stock broker shall provide the Stock broker's IBT Service to the Client, and the Client shall avail of the Stock broker's IBT Service, on and subject to SEBI/Exchanges Provisions and the terms and conditions specified on the Stock broker's IBT Web Site provided that they are in line with the norms prescribed by Exchanges/SEBI.
3. The stock broker shall bring to the notice of client the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/internet/smart order routing or any other technology should be brought to the notice of the client by the stock broker.
4. The stock broker shall make the client aware that the Stock Broker's IBT system itself generates the initial password and its password policy as stipulated in line with norms prescribed by Exchanges/SEBI.
5. The Client shall be responsible for keeping the Username and Password confidential and secure and shall be solely responsible for all orders entered and transactions done by any person whatsoever through the Stock broker's IBT System using the Client's Username and/or Password whether or not such person was authorized to do so. Also the client is aware that authentication technologies and strict security measures are required for the internet trading/securities trading through wireless technology through order routed system and undertakes to ensure that the password of the client and/or his authorized representative are not revealed to any third party including employees and dealers of the stock broker
6. The Client shall immediately notify the Stock broker in writing if he forgets his password, discovers security flaw in Stock Broker's IBT System, discovers/suspects discrepancies/ unauthorized access through his username/password/account with full details of such unauthorized use, the date, the manner and the transactions effected pursuant to such unauthorized use, etc.
7. The Client is fully aware of and understands the risks associated with availing of a service for routing orders over the internet/securities trading through wireless technology and Client shall be fully liable and responsible for any and all acts done in the Client's Username/password in any manner whatsoever.
8. The stock broker shall send the order/trade confirmation through email to the client at his request. The client is aware that the order/ trade confirmation is also provided on the web portal. In case client is trading using wireless technology, the stock broker shall send the order/trade confirmation on the device of the client.
9. The client is aware that trading over the internet involves many uncertain factors and complex hardware, software, systems, communication lines, peripherals, etc. are susceptible to interruptions and dislocations. The Stock broker and the Exchange do not make any representation or warranty that the Stock broker's IBT Service will be available to the Client at all times without any interruption.

³ Credit Suisse Securities (India) Private Limited does not provide Internet and/or wireless based trading facility.

10. The Client shall not have any claim against the Exchange or the Stock broker on account of any suspension, interruption, non-availability or malfunctioning of the Stock broker's IBT System or Service or the Exchange's service or systems or non-execution of his orders due to any link/system failure at the Client/Stock brokers/Exchange end for any reason beyond the control of the stock broker/Exchanges.

RISK DISCLOSURE DOCUMENT FOR CAPITAL MARKET AND DERIVATIVES SEGMENTS

This document contains important information on trading in Equities/Derivatives Segments of the stock exchanges. All prospective constituents should read this document before trading in Equities/Derivatives Segments of the Exchanges.

Stock exchanges/SEBI does neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, the adequacy or accuracy of this disclosure document nor have Stock exchanges /SEBI endorsed or passed any merits of participating in the trading segments. This brief statement does not disclose all the risks and other significant aspects of trading.

In the light of the risks involved, you should undertake transactions only if you understand the nature of the relationship into which you are entering and the extent of your exposure to risk.

You must know and appreciate that trading in Equity shares, derivatives contracts or other instruments traded on the Stock Exchange, which have varying element of risk, is generally not an appropriate avenue for someone of limited resources/limited investment and/or trading experience and low risk tolerance. You should therefore carefully consider whether such trading is suitable for you in the light of your financial condition. In case you trade on Stock exchanges and suffer adverse consequences or loss, you shall be solely responsible for the same and Stock exchanges/its Clearing Corporation and/or SEBI shall not be responsible, in any manner whatsoever, for the same and it will not be open for you to take a plea that no adequate disclosure regarding the risks involved was made or that you were not explained the full risk involved by the concerned stock broker. The constituent shall be solely responsible for the consequences and no contract can be rescinded on that account. You must acknowledge and accept that there can be no guarantee of profits or no exception from losses while executing orders for purchase and/or sale of a derivative contract being traded on Stock exchanges.

It must be clearly understood by you that your dealings on Stock exchanges through a stock broker shall be subject to your fulfilling certain formalities set out by the stock broker, which may inter alia include your filling the know your client form, reading the rights and obligations, do's and don'ts, etc., and are subject to the Rules, Byelaws and Regulations of relevant Stock exchanges, its Clearing Corporation, guidelines prescribed by SEBI and in force from time to time and Circulars as may be issued by Stock exchanges or its Clearing Corporation and in force from time to time.

Stock exchanges does not provide or purport to provide any advice and shall not be liable to any person who enters into any business relationship with any stock broker of Stock exchanges and/or any third party based on any information contained in this document. Any information contained in this document must not be construed as business advice. No consideration to trade should be made without thoroughly understanding and reviewing the risks involved in such trading. If you are unsure, you must seek professional advice on the same.

In considering whether to trade or authorize someone to trade for you, you should be aware of or must get acquainted with the following:-

1. BASIC RISKS:**1.1 Risk of Higher Volatility:**

Volatility refers to the dynamic changes in price that a security/derivatives contract undergoes when trading activity continues on the Stock Exchanges. Generally, higher the volatility of a security/derivatives contract, greater is its price swings. There may be normally greater volatility in thinly traded securities / derivatives contracts than in active securities /derivatives contracts. As a result of volatility, your order may only be partially executed or not executed at all, or the price at which your order got executed may be substantially different from the last traded price or change substantially thereafter, resulting in notional or real losses.

1.2 Risk of Lower Liquidity:

Liquidity refers to the ability of market participants to buy and/or sell securities / derivatives contracts expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in a market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for investors to buy and/or sell securities / derivatives contracts swiftly and with minimal price difference, and as a result, investors are more likely to pay or receive a competitive price for securities / derivatives contracts purchased or sold. There may be a risk of lower liquidity in some securities / derivatives contracts as compared to active securities / derivatives contracts. As a result, your order may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all.

1.2.1 Buying or selling securities / derivatives contracts as part of a day trading strategy may also result into losses, because in such a situation, securities / derivatives contracts may have to be sold / purchased at low / high prices, compared to the expected price levels, so as not to have any open position or obligation to deliver or receive a security / derivatives contract.

1.3 Risk of Wider Spreads:

Spread refers to the difference in best buy price and best sell price. It represents the differential between the price of buying a security / derivatives contract and immediately selling it or vice versa. Lower liquidity and higher volatility may result in wider than normal spreads for less liquid or illiquid securities / derivatives contracts. This in turn will hamper better price formation.

1.4 Risk-reducing orders:

The placing of orders (e.g., "stop loss" orders, or "limit" orders) which are intended to limit losses to certain amounts may not be effective many a time because rapid movement in market conditions may make it impossible to execute such orders.

1.4.1 A "market" order will be executed promptly, subject to availability of orders on opposite side, without regard to price and that, while the customer may receive a prompt execution of a "market" order, the execution may be at available prices of outstanding orders, which satisfy the order quantity, on price time priority. It may be understood that these prices may be significantly different from the last traded price or the best price in that security / derivatives contract.

1.4.2 A "limit" order will be executed only at the "limit" price specified for the order or a better price. However, while the customer receives price protection, there is a possibility that the order may not be executed at all.

1.4.3 A stop loss order is generally placed "away" from the current price of a stock / derivatives contract, and such order gets activated if and when the security / derivatives contract reaches, or trades through, the stop price. Sell stop orders are entered ordinarily below the current price, and buy stop orders are entered ordinarily above the current price. When the security / derivatives contract reaches the pre-determined price, or trades through such price, the stop loss order converts to a market/limit order and is executed at the limit or better. There is no assurance therefore that the limit order will be executable since a security / derivatives contract might penetrate the pre-determined price, in which case, the risk of such order not getting executed arises, just as with a regular limit order.

1.5 Risk of News Announcements:

News announcements that may impact the price of stock / derivatives contract may occur during trading, and when combined with lower liquidity and higher volatility, may suddenly cause an unexpected positive or negative movement in the price of the security / contract.

1.6 Risk of Rumors:

Rumors about companies / currencies at times float in the market through word of mouth, newspapers, websites or news agencies, etc. The investors should be wary of and should desist from acting on rumors.

1.7 System Risk:

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day. These may cause delays in order execution or confirmation.

1.7.1 During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations. **1.7.2** Under certain market conditions, it may be difficult or impossible to liquidate a position in the market at a reasonable price or at all, when there are no outstanding orders either on the buy side or the sell side, or if trading is halted in a security / derivatives contract due to any action on account of unusual trading activity or security / derivatives contract hitting circuit filters or for any other reason.

1.8 System/Network Congestion:

Trading on exchanges is in electronic mode, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. Thus, there exists a possibility of communication failure or system problems or slow or delayed response from system or trading halt, or any such other problem/glitch whereby not being able to establish access to the trading system/network, which may be beyond control and may result in delay in processing or not processing buy or sell orders either in part or in full. You are cautioned to note that although these problems may be temporary in nature, but when you have outstanding open positions or unexecuted orders, these represent a risk because of your obligations to settle all executed transactions.

2. As far as Derivatives segments are concerned, please note and get yourself acquainted with the following additional features:-
2.1 Effect of "Leverage" or "Gearing":

In the derivatives market, the amount of margin is small relative to the value of the derivatives contract so the transactions are 'leveraged' or 'geared'. Derivatives trading, which is conducted with a relatively small amount of margin, provides the possibility of great profit or loss in comparison with the margin amount. But transactions in derivatives carry a high degree of risk.

You should therefore completely understand the following statements before actually trading in derivatives and also trade with caution while taking into account one's circumstances, financial resources, etc. If the prices move against you, you may lose a part of or whole margin amount in a relatively short period of time. Moreover, the loss may exceed the original margin amount.

A. Futures trading involve daily settlement of all positions. Every day the open positions are marked to market based on the closing level of the index / derivatives contract. If the contract has moved against you, you will be required to deposit the amount of loss (notional) resulting from such movement. This amount will have to be paid within a stipulated time frame, generally before commencement of trading on next day.

B. If you fail to deposit the additional amount by the deadline or if an outstanding debt occurs in your account, the stock broker may liquidate a part of or the whole position or substitute securities. In this case, you will be liable for any losses incurred due to such close-outs.

C. Under certain market conditions, an investor may find it difficult or impossible to execute transactions. For example, this situation can occur due to factors such as illiquidity i.e. when there are insufficient bids or offers or suspension of trading due to price limit or circuit breakers etc.

D. In order to maintain market stability, the following steps may be adopted: changes in the margin rate, increases in the cash margin rate or others. These new measures may also be applied to the existing open interests. In such conditions, you will be required to put up additional margins or reduce your positions.

E. You must ask your broker to provide the full details of derivatives contracts you plan to trade i.e. the contract specifications and the associated obligations.

2.2 Currency specific risks:

1. The profit or loss in transactions in foreign currency-denominated contracts, whether they are traded in your own or another jurisdiction, will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

2. Under certain market conditions, you may find it difficult or impossible to liquidate a position. This can occur, for example when a currency is deregulated or fixed trading bands are widened.

3. Currency prices are highly volatile. Price movements for currencies are influenced by, among other things: changing supply-demand relationships; trade, fiscal, monetary, exchange control programs and policies of governments; foreign political and economic events and policies; changes in national and international interest rates and inflation; currency devaluation; and sentiment of the market place. None of these factors can be controlled by any individual advisor and no assurance can be given that an advisor's advice will result in profitable trades for a participating customer or that a customer will not incur losses from such events.

2.3 Risk of Option holders:

1. An option holder runs the risk of losing the entire amount paid for the option in a relatively short period of time. This risk reflects the nature of an option as a wasting asset which becomes worthless when it expires. An option holder who neither sells his option in the secondary market nor exercises it prior to its expiration will necessarily lose his entire investment in the option. If the price of the underlying does not change in the anticipated direction before the option expires, to an extent sufficient to cover the cost of the option, the investor may lose all or a significant part of his investment in the option.

2. The Exchanges may impose exercise restrictions and have absolute authority to restrict the exercise of options at certain times in specified circumstances.

2.4 Risks of Option Writers:

1. If the price movement of the underlying is not in the anticipated direction, the option writer runs the risks of losing substantial amount.

2. The risk of being an option writer may be reduced by the purchase of other options on the same underlying interest and thereby assuming a spread position or by acquiring other types of hedging positions in the options markets or other markets. However, even where the writer has assumed a spread or other hedging position, the risks may still be significant. A spread position is not necessarily less risky than a simple 'long' or 'short' position.

3. Transactions that involve buying and writing multiple options in combination, or buying or writing options in combination with buying or selling short the underlying interests, present additional risks to investors. Combination transactions, such as option spreads, are more complex than buying or writing a single option. And it should be further noted that, as in any area of investing, a complexity not well understood is, in itself, a risk factor. While this is not to suggest that combination strategies should not be considered, it is advisable, as is the case with all investments in options, to consult with someone who is experienced and knowledgeable with respect to the risks and potential rewards of combination transactions under various market circumstances.

3. TRADING THROUGH WIRELESS TECHNOLOGY/ SMART ORDER ROUTING OR ANY OTHER TECHNOLOGY:

Any additional provisions defining the features, risks, responsibilities, obligations and liabilities associated with securities trading through wireless technology/ smart order routing or any other technology should be brought to the notice of the client by the stock broker.

4. GENERAL

4.1 The term 'constituent' shall mean and include a client, a customer or an investor, who deals with a stock broker for the purpose of acquiring and/or selling of securities / derivatives contracts through the mechanism provided by the Exchanges.

4.2 The term 'stock broker' shall mean and include a stock broker, a broker or a stock broker, who has been admitted as such by the Exchanges and who holds a registration certificate from SEBI.

GUIDANCE NOTE - DO's AND DON'Ts FOR TRADING ON THE EXCHANGE(S) FOR INVESTORS

BEFORE YOU BEGIN TO TRADE

1. Ensure that you deal with and through only SEBI registered intermediaries. You may check their SEBI registration certificate number from the list available on the Stock exchanges website i.e. National Stock Exchange of India Limited (www.nseindia.com) and Bombay Stock Exchange Limited (www.bseindia.com) and SEBI website www.sebi.gov.in
2. Ensure that you fill the KYC form completely and strike off the blank fields in the KYC form.
3. Ensure that you have read all the mandatory documents viz. Rights and Obligations, Risk Disclosure Document, Policy and Procedure document of the stock broker.
4. Ensure to read, understand and then sign the voluntary clauses, if any, agreed between you and the stock broker. Note that the clauses as agreed between you and the stock broker cannot be changed without your consent.
5. Get a clear idea about all brokerage, commissions, fees and other charges levied by the broker on you for trading and the relevant provisions/ guidelines specified by SEBI/Stock exchanges.
6. Obtain a copy of all the documents executed by you from the stock broker free of charge.
7. In case you wish to execute Power of Attorney (POA) in favour of the Stock broker, authorizing it to operate your bank and demat account, please refer to the guidelines issued by SEBI/Exchanges in this regard.

TRANSACTIONS AND SETTLEMENTS

8. The stock broker may issue electronic contract notes (ECN) if specifically authorized by you in writing. You should provide your email id to the stock broker for the same. Don't opt for ECN if you are not familiar with computers.
9. Don't share your internet trading account's password with anyone.
10. Don't make any payment in cash to the stock broker.
11. Make the payments by account payee cheque in favour of the stock broker. Don't issue cheques in the name of sub-broker. Ensure that you have a documentary proof of your payment/deposit of securities with the stock broker, stating date, scrip, quantity, towards which bank/ demat account such money or securities deposited and from which bank/ demat account.
12. Note that facility of Trade Verification is available on stock exchanges' websites, where details of trade as mentioned in the contract note may be verified. Where trade details on the website do not tally with the details mentioned in the contract note, immediately get in touch with the Investors Grievance Cell of the relevant Stock exchange.
13. In case you have given specific authorization for maintaining running account, payout of funds or delivery of securities (as the case may be), may not be made to you within one working day from the receipt of payout from the Exchange. Thus, the stock broker shall maintain running account for you subject to the following conditions:

- a Such authorization from you shall be dated, signed by you only and contains the clause that you may revoke the same at any time.
- b The actual settlement of funds and securities shall be done by the stock broker, at least once in a calendar quarter or month, depending on your preference. While settling the account, the stock broker shall send to you a 'statement of accounts' containing an extract from the client ledger for funds and an extract from the register of securities displaying all the receipts/deliveries of funds and securities. The statement shall also explain the retention of funds and securities and the details of the pledged shares, if any.
- c On the date of settlement, the stock broker may retain the requisite securities/funds towards outstanding obligations and may also retain the funds expected to be required to meet derivatives margin obligations for next 5 trading days, calculated in the manner specified by the exchanges. In respect of cash market transactions, the stock broker may retain entire pay-in obligation of funds and securities due from clients as on date of settlement and for next day's business, he may retain funds/securities/margin to the extent of value of transactions executed on the day of such settlement in the cash market.
- d You need to bring any dispute arising from the statement of account or settlement so made to the notice of the stock broker in writing preferably within 7 (seven) working days from the date of receipt of funds/securities or statement, as the case may be. In case of dispute, refer the matter in writing to the Investors Grievance Cell of the relevant Stock exchanges without delay.

14. In case you have not opted for maintaining running account and pay-out of funds/securities is not received on the next working day of the receipt of payout from the exchanges, please refer the matter to the stock broker. In case there is dispute, ensure that you lodge a complaint in writing immediately with the Investors Grievance Cell of the relevant Stock exchange.

15. Please register your mobile number and email id with the stock broker, to receive trade confirmation alerts/ details of the transactions through SMS or email, by the end of the trading day, from the stock exchanges.

IN CASE OF TERMINATION OF TRADING MEMBERSHIP

16. In case, a stock broker surrenders his membership, is expelled from membership or declared a defaulter; Stock exchanges gives a public notice inviting claims relating to only the "transactions executed on the trading system" of Stock exchange, from the investors. Ensure that you lodge a claim with the relevant Stock exchanges within the stipulated period and with the supporting documents.

17. Familiarize yourself with the protection accorded to the money and/or securities you may deposit with your stock broker, particularly in the event of a default or the stock broker's insolvency or bankruptcy and the extent to which you may recover such money and/or securities may be governed by the Bye-laws and Regulations of the relevant Stock exchange where the trade was executed and the scheme of the Investors' Protection Fund in force from time to time.

DISPUTES/ COMPLAINTS

18. Please note that the details of the arbitration proceedings, penal action against the brokers and investor complaints against the stock brokers are displayed on the website of the relevant Stock exchange.

19. In case your issue/problem/grievance is not being sorted out by concerned stock broker/sub-broker then you may take up the matter with the concerned Stock exchange. If you are not satisfied with the resolution of your complaint then you can escalate the matter to SEBI.

20. Note that all the stock broker/sub-brokers have been mandated by SEBI to designate an e-mail ID of the grievance redressal division/compliance officer exclusively for the purpose of registering complaints.

KEY STANDARD POLICIES, PROCEDURES AND PRACTICES

✓ **ORDER EXECUTION & TRADING RESTRICTIONS**

All purchases and sales of securities shall be executed at prices that are fair and reasonable in light of all circumstances and relevant factors that normally affect the price at which such securities are traded. Credit Suisse Securities (India) Private Limited ('CSSIPL') shall endeavor to handle client orders fairly, in the order in which they are received and in accordance with the instructions of the clients.

Orders entered into the trading system by CSSIPL are subject to various validation requirements as specified by the stock exchanges from time to time including trading parameters, turnover limits, exposure limits and/or other restrictions. Orders that do not meet the validation checks shall not be accepted by CSSIPL. Orders executed on behalf of clients shall be promptly allocated to the clients accounts on whose behalf the transactions were executed in the market.

Trading liquidity refers to the ease with which you can buy or sell a stock at or near the current market price. Typically stocks which are thinly traded have a wide bid-ask spread driving the prices of such stocks significantly up or down. Presently, CSSIPL has classified stocks trading at less than Rs. 5.00 on both exchanges and illiquid stocks as notified by the exchanges on a monthly basis as penny stocks. CSSIPL reserves the right to refuse to accept client orders in such stocks. Further, if accepted, in addition to other conditions, CSSIPL may require the client to place the entire pay-in obligation (funds / securities) with CSSIPL prior to executing client orders in such stocks.

✓ **BROKERAGE**

CSSIPL shall levy brokerage on client transactions at such rates as mutually agreed by the client and CSSIPL from time to time and within limits as prescribed by SEBI and Stock Exchanges from time to time.

✓ **PAY-IN / PAY-OUT OF FUNDS AND SECURITIES**

CSSIPL shall accept pay-in of funds / securities from client's account only. Similarly payout of funds / securities shall be made by CSSIPL only to client's accounts.

✓ **CLIENT MARGINS AND EXPOSURE LIMITS (as applicable)**

Capital Market Segment

Presently CSSIPL does not impose client wise limits in the capital market segment.

Derivative Segment

As per the regulatory provisions and in accordance with risk management policy adopted by CSSIPL, exposure limits in the derivatives segment shall be based on the margins collected from the clients in respect of trades executed by such clients in the derivatives segment.

(a) Form of margin

- Presently CSSIPL accepts margins in the form of cash only.
- CSSIPL at its absolute discretion (but not obliged) may accept margin deposit in any other form as prescribed by the Exchange from time to time.

(b) Margin Utilization

- The margins received from the clients shall be appropriated towards initial margin and mark to market account and adjusted in accordance with the position of the clients from time to time.
- In accordance with its risk management policy, CSSIPL at its absolute discretion considering the volatility of the market, exceptional circumstances such as unfavourable news in stocks where the client has adverse position, etc may revise the above appropriation limits without intimation to the client and call for additional margins. The client shall be obliged to provide such additional margin within the stipulated time prescribed along with such call for additional margin, failing which CSSIPL shall be entitled to liquidate /close out all or any of the client's position for non-payment of margins or other lawful amounts, lawful outstanding dues etc and adjust the proceeds of such liquidation / close out against the clients liabilities / trade obligations.

(c) Additional Margin

- CSSIPL reserves the right to call for additional margins in accordance with its risk management policy.
- It is the client's responsibility to ensure availability of any additional margin before market closes and on exceptional circumstances by T+1 basis.
- If at any time, the MTM loss exceeds the 10% of the deposit, client shall be obliged to provide additional margin on T+1 basis.

✓ **Client Default**

1. Capital Market Segment

Close out in case of default in settlement of funds by the client :

If a client fails to make payment of consideration to CSSIPL in respect of any one or more securities purchased by him before the pay- in date notified by the exchange from time to time, CSSIPL shall be, without any prior notice, at liberty to sell the securities received in pay-out, in proportion to the amount not received, after taking into account any amount lying to the credit of the client, by selling equivalent securities at any time on the exchange. The loss, if any, on account of the close out shall be to the account of the defaulting client.

Close out in case of default in settlement of Securities by the client :

If a Client fails to deliver any one or more securities to the pool account of CSSIPL in respect of the securities sold by him before the pay- in date notified by the Exchange from time to time, such undischarged obligation in relation to delivering any one or more securities shall be deemed to have been closed out at the auction price or close-out price, as may be debited to CSSIPL in respect of the security for the respective settlement, to the client who has failed to deliver.

In case of internal shortages, CSSIPL shall attempt to purchase the undischarged obligation from the market and transfer shares to the buying client on receipt of pay-out of such shares from the exchange. Fines / penalties / charges on account of internal shortage shall be levied to the account of the defaulting client. In case CSSIPL is unable to obtain the required shares due to adverse market conditions, then such undischarged obligation shall be closed out at the close-out price. The loss, if any, on account of the close out shall be to the account of the defaulting client

Subject to what is stated above, no further claims shall lie between the Client and CSSIPL.

2. Derivative Segment :

In case of non-payment of margin / daily settlement by the client within the stipulated time, CSSIPL shall be at liberty to close out, without prior notice, the client positions, by selling or buying the derivatives contracts, as the case may be, unless the client already has an equivalent credit with CSSIPL. The loss incurred in this regard, if any, shall be accounted to the defaulting client.

In case of open purchase position undertaken on behalf of clients, CSSIPL shall be at liberty, without prior notice, to close out transactions by selling derivatives contracts, in case the client fails to meet the obligations in respect of the open position within next trading day, unless the client already has an equivalent credit with CSSIPL. The loss incurred in this regard, if any, shall be accounted to the defaulting client.

In case of open sale position undertaken on behalf of the clients, CSSIPL shall be at liberty to close out, without prior notice, transactions by effecting purchases of derivatives contracts if the client fails to meet the obligation in respect of the open position within next trading day, unless the client already has an equivalent credit with CSSIPL. The loss incurred in this regard, if any, shall be accounted to the defaulting client.

Subject to the above, no further claims shall lie between the Client and CSSIPL.

In all the above circumstances the client shall not be permitted to take further position till such time as the client clears pay-in / margin obligations. Additionally the client shall also be not be permitted from taking further positions if restricted by regulatory authorities, in accordance with risk management policy adopted by CSSIPL and similar other circumstances as may arise from time to time.

✓ **Dormant Accounts :**

Client accounts that have not experienced any transactions for at least 18 months shall be regarded as dormant accounts. Reactivation of such dormant accounts shall be undertaken only after providing the required updated documentation.

✓ **Closure of client account / Deregistering a client :**

The client may, at any time, request CSSIPL in writing to close its account. CSSIPL shall then initiate the process of closure of client account. Also, client accounts lying dormant for more than 36 months shall be closed and the client shall be deregistered. Funds and securities, if any, held by CSSIPL on behalf of such clients shall be settled after adjusting outstanding obligations, if any. Reactivation of such accounts shall not be undertaken without undergoing the client on-boarding process.

✓ **Investor Grievance :**

The designated email id for grievance redressal (per SEBI circular MRD/DoP/Dep/SE/Cir-22/06 dated December 18, 2006) is list.igcellstockbroking@credit-suisse.com

✓ **Issue of Caution letters based on abnormal/unusual trading pattern of brokers/ clients**

With a view to identify and alert the market participants viz., trading members and their clients, at an early stage about unusual/abnormal activity, NSE & BSE have decided jointly with SEBI to issue observation/caution letters to the members/clients where prima facie, unusual/abnormal activities are observed by the stock exchanges. Kindly take note of the objective of this initiative and in case of receipt of such observation/caution letter from the stock exchange(s) please take appropriate measures/actions on priority to address the issue(s) brought to your attention. For more details also refer to NSE circular reference number NSE/INVG/20934 dated June 5, 2012 and BSE circular reference number 20120605-30 dated June 05, 2012.

ADDITIONAL RIGHTS AND OBLIGATIONS / CSSIPL STANDARD TERMS

(Clause not prescribed by SEBI or Stock Exchanges – Non Mandatory Clauses)

1. Definitions

For the purpose of Stock Broking Documents, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:-

- 1.1 **“Account Opening Form”** means the KYC Application Form and Trading Account Related Details Form.
- 1.2 **“Affiliate(s)”** means with respect to any entity, any other entity that directly or indirectly controls, is controlled by, or is under common control with such entity from time to time;
- 1.3 **“Applicable Laws”** means all applicable (i) statutes, laws acts, decrees, ordinances, subsidiary or subordinate legislation, orders rules, regulations, constitutional provisions, treaties, conventions, rules of civil or common law or equity, notifications, directives and circulars of any Government Authority; (ii) provisions of approvals, licenses, permissions, authorisations, consents and concessions, whether from any Governmental Authority or otherwise; and (iii) decisions, injunctions, judgments, and awards of or agreements with any Governmental Authority.
- 1.4 **“BSE”** means the Bombay Stock Exchange of India Limited.
- 1.5 **“Client”** means the person / entity specified in the KYC Application Form.
- 1.6 **“Client Information”** means any information with respect to the Client, the Client’s accounts and any other information whatsoever (including but not limited to the aadhaar number, KYC identifier) relating to the Client and/or the beneficial ownership of the Client’s assets and/or such beneficial owners (if any), any of the services or proposed services or any transactions or dealings between the Stock Broker and the Client and/or the Stock Broking Documents or content thereof.
- 1.7 **“Credit Suisse Group”** means CSSIPL and any of its Affiliate(s) and/or subsidiaries.
- 1.8 **“CSSIPL Standard Terms”** means the terms and conditions set out in this document.
- 1.9 **“Governmental Authority”** means any government or political subdivision thereof; any department, agency or instrumentality of any government or political subdivision thereof including the RBI, SEBI, Stock Exchanges, any court or arbitral tribunal, regulatory authority or self-regulatory organisation, including the governing body of any stock exchange in relation to which the Client or any person with the Credit Suisse Group is a member or otherwise.
- 1.10 **“Guidance Note”** means the document detailing Do’s and Don’ts for trading on Stock Exchanges as prescribed by SEBI from time to time for education of the investors.
- 1.11 **“KYC Application Form”** means an application form containing basis information about the Client and an instruction / check list thereof.
- 1.12 **“NSE”** means the National Stock Exchange of India Limited.
- 1.13 **“Policies and Procedures”** means the document describing significant policies and procedures of the Stock Broker for trading on Stock Exchanges.
- 1.14 **“Rights and Obligations”** means the rights and obligation of the Stock Broker and the Client as prescribed by the SEBI and/or Stock Exchanges.
- 1.15 **“Risk Disclosure Document”** means the document detailing risk associated with dealing the securities market as prescribed by SEBI from time to time.
- 1.16 **“SEBI”** means the Securities and Exchange Board of India.

- 1.17 **“Stock Broker”** or **“CSSIPL”** means Credit Suisse Securities (India) Private Limited, a private limited company incorporated under the provisions of the Companies Act, 1956, having its registered office at 9th Floor, Ceejay House, Plot F, Shivsagar Estate, Dr. Annie Besant Road, Worli, Mumbai – 400 018, India and being a member of the Stock Exchanges.
- 1.18 **“Stock Broking Documents”** means Account Opening Form, Rights and Obligations, CSSIPL Standard Terms, Risk Disclosure Document, Guidance Note, Policies and Procedures, Tariff Sheet and any other document which CSSIPL may from time to time provide to the Client, as amended, supplemented, restated or substituted from time to time.
- 1.19 **“Stock Exchanges”** or **“Exchanges”** means BSE and NSE.
- 1.20 **“Tariff Sheet”** means the document detailing the rate / amount of brokerage and other charges payable by the Client to the Stock Broker for trading on the Stock Exchanges.
- 1.21 **“Trading Account Related Details Form”** means a document capturing the additional information about the Client relevant to trading account and an instruction / check list thereof.

2. **CONSTRUCTION**

In the Stock Broking Documents:

- 2.1 Words importing the singular include the plural and vice versa.
- 2.2 “Including” and “includes” means including or includes without limitation (and related expressions shall be interpreted accordingly).
- 2.3 “Person” includes any individual, company, corporation, firm, partnership, joint venture, association, organization, trust, state, agency of a state or Governmental Authority (in each case, whether or not having separate legal personality).
- 2.4 References to time, unless otherwise expressly stated, are to Indian standard time.
- 2.5 Reference to a provision of Applicable Law is a reference to that provision as amended or re-enacted, from time to time.
- 2.6 All references to capitalized terms which are not specifically defined herein are to be interpreted, construed, classified and/or determined in accordance with the Stock Broker’s prevailing practices and/or the Stock Broker’s operational systems from time to time.
- 2.7 A reference to a clause or a schedule is a reference to a clause of or a schedule to Stock Broking Documents. The index and headings in Stock Broking Standard Documents are for convenience and are to be ignored in construing those documents.
- 2.8 References to the Stock Broking Documents and any other documents include amendments, variations, modifications and replacements thereof and supplements thereto, and references to any Stock Broking Documents include references to their respective schedules or annexures.

3. **DISCLOSURE OF INFORMATION**

- 3.1 The Client hereby authorizes and permits the Stock Broker and any of its officers, directors, representatives and employee to disclose any Client Information to (a) the head office and any branches, subsidiaries or associates or Affiliate(s) (including any officer and employee thereof) wherever located, of the Stock Broker; (b) to whom the Stock Broker out-sources the performance of any of its functions under Stock Broking Documents; (c) the agents, intermediaries to whom specific functions of the Stock Broker have been delegated and/or through whom the instructions of the Client are to be executed; (d) the employees, advisors and legal counsel of the Stock Broker; and/or (e) to any person/authority as required under the applicable law or regulations as the Stock Broker and any officer and employee thereof shall consider appropriate.

- 3.2 The Client hereby agree and consent for his/her/itself and on behalf of each beneficial owner and each person holding an attorney to transact on behalf of the Client, for the Stock Broker to: (1) carry out authentication of aadhaar number using facilities provided by Unique Identification Authority of India (UIAI) and/or any other entity providing such services, from time to time, and (2) seed aadhaar / unique identification (UID) number issued by UIAI to accounts maintained with the Stock Broker.
- 3.3 The Stock Broker hereby confirm that it 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 while ensuring integrity and confidentiality of client information is maintained. The Stock Broker further confirms that it will ultimately be responsible for the completion of all key activities required pursuant to Stock Broking Documents.
- 3.4 The Client hereby authorizes the Stock Broker and the financial institution(s) and bank(s) named in the Account Opening Form or provided to the Stock Broker by the Client to verify and exchange information contained therein and such other information relating to the Client's personal particulars, its bank account(s) in the said financial institution(s) and bank(s) between the Stock Broker and such other third parties as the Stock Broker may deem appropriate for the purposes of the Stock Broking Documents.
- 3.5 The Client understand that in accordance with SEBI {KYC (Know Your Client) Registration Agency Regulations, 2011, Prevention of Money Laundering Act, 2002 and rules, guidelines, etc., notified thereunder, the Stock Broker may require to upload information and data relating to the Client on the system of KYC Registration Agency (KRA) registered with the SEBI, and Central KYC Registry (CKYCR), from time to time. Accordingly, the Client agrees and give consent to disclose and provide to the KRAs registered with SEBI from time to time, CKYCR, and any other agency authorized by the SEBI and/or any other regulatory authority to undertake similar activities from time to time.
- 3.6 The Client agree and confirm that the KRA and CKYCR, and any other agency so authorized may use and process the information and data disclosed by the Stock Broker in the manner prescribed by SEBI and/or any other regulatory authority, from time to time; and the processed information and data or products thereof prepared by them, may be disclosed to such intermediaries as may be specified by the SEBI from time to time.
- 3.7 The Client acknowledges that, pursuant to the Stock Broking Documents or any transactions contemplated therein, CSSIPL will be in receipt of Client Information from time to time. For the protection of such Client Information from unauthorized access, use, modification, damage, disclosure or impairment, CSSIPL has implemented information security practices and standards and has in place comprehensively documented information security programmes and policies containing managerial, technical, operational and physical security measures that are in compliance with the IT Data Privacy Regulations. A summary of these security practices and procedures has been made available to the Client at <https://www.credit-suisse.com/privacy/en/>. The Client acknowledges and confirms that CSSIPL's security practices and procedures are adequate and reasonable and are designed to protect Client Information provided by or on behalf of it to CSSIPL.
- 3.8 The Client also acknowledges that as the security practices and procedures of CSSIPL are consistently evolving and shall continue to so evolve (including for the purposes of complying with any changes or amendments to the IT Data Privacy Regulations), CSSIPL shall have the right to change or replace the security practices and procedures from time to time at its sole discretion. Notwithstanding anything to the contrary contained in the Stock Broking Documents, the publication of such practices and procedures in the manner aforesaid shall be deemed to have been read and understood by the Client and its employees and agents, including without limitation, its director(s), partner(s), official(s), signatory(ies), power of attorney holder(s), beneficial owners, authorized representative(s).
- 3.9 The Client represents and warrants that it has in place all necessary consents, authorizations, approvals or agreements permitting: (i) the disclosure of Client Information to CSSIPL, and (ii) further disclosure of such Client Information by CSSIPL to other third parties, during the course of the performance of CSSIPL' obligations under the Stock Broking Documents or for providing services to the Client or for any purpose ancillary or incidental thereto. The Client consents that Client Information may be disclosed by CSSIPL to its

employees, Affiliate(s), any employee(s) of its Affiliate(s) and to any person or entity that CSSIPL reasonably determines need to receive Client Information.

- 3.10 In addition to and without limitation to the foregoing, the Client acknowledges and confirms that CSSIPL is regulated by and is subject to the regulatory notices, rules, guidelines, regulations, orders, promulgations, directives as issued by the Stock Exchanges and SEBI (in each case, as may be amended, varied, supplemented or replaced from time to time) and hereby expressly authorizes and permits CSSIPL to disclose any Client Information in accordance with the requirements specified therein.
- 3.11 This section is not, and shall not be deemed to constitute, an express or implied agreement by CSSIPL with the Client for a higher degree of confidentiality than that prescribed under the laws of India or any regulatory notices, rules, guidelines, regulations, orders, promulgations or directives issued by the Stock Exchanges and/or SEBI (in each case, as may be amended, varied, supplemented or replaced from time to time). The rights conferred on CSSIPL in this section shall be in addition to and shall not be in any way prejudiced or affected by any other agreement, expressed or implied, between the Client and CSSIPL in relation to any Client Information nor shall any such other agreement be in any way prejudiced and/or affected by this section.
- 3.12 For the purpose of this clause, (i) **“IT Data Privacy Regulations”** means the Information Technology Act, 2000 read with the Information Technology (Reasonable Security Practices and Procedures and Sensitive Personal Data or Information) Rules, 2011, as amended from time to time, and (ii) **“Client Information”** shall include sensitive personal data or information as defined under IT Data Privacy Regulations.

4. **GENERAL REPRESENTATIONS AND WARRANTIES**

The Client irrevocably and unconditionally represents and warrants to the Stock Broker as follows:

- 4.1 the Client has full and valid power and authority to enter into, execute and deliver the Stock Broking Documents (as applicable) and to perform the transactions contemplated herein;
- 4.2 the execution and delivery by the Client of the Stock Broking Documents and the performance by the Client of the transactions contemplated hereby have been duly authorised by all necessary corporate or other action(s) of the Client;
- 4.3 the Stock Broking Documents constitutes the legal, valid and binding obligations of the Client, enforceable against the Client in accordance with its terms and conditions;
- 4.4 the execution, delivery and performance of the Stock Broking Documents by the Client will not violate or conflict with:
- (a) any provision of the constitutional documents (if any) of the Client;
 - (b) any court order, judgment, injunction, award, decree or writ against, or binding upon, the Client or the Assets, the Client’s properties and/or business;
 - (c) any law or regulations of India; and/or
 - (d) any agreement by which the Client is bound;
 - (e) the Client will pay all calls and make all other payments due in respect of transactions executed by the Stock Broker upon Clients instruction when due.
- 4.5 the Client and each beneficial owner is solely responsible for adhering to the provisions of the applicable laws (including but not limited to their respective tax affairs and obligations) at all times;
- 4.6 U.S. Department of Labour Fiduciary Rule: The Client agree and understand that the Stock Broker is not undertaking to provide impartial investment advice or give advice in a fiduciary capacity for the purposes of USA’s Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, or Section 4975 of the USA’s Internal Revenue Code of 1986, as amended. The Client understands and acknowledges that the Stock Broker has a financial interest in each transaction.

5. ANTI-MONEY LAUNDERING (AML) REPRESENTATIONS AND WARRANTIES

- 5.1 The Client represents that it/he/she or the person/entity who conducts transactions through the Client's account with the Stock Broker (i) is not the government of or 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, (ii) is not identified in any Executive Orders 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"), and (iii) is not otherwise the subject of any sanctions administered of OFAC or the European Union or its members.
- 5.2 In the future, if the Stock Broker determines that the Client or the person/entity who conducts transactions through the Client's account with the Stock Broker is (i) the government of or a person or entity in or organized under the laws of, Cuba, Iran, Myanmar (Burma), North Korea, Sudan or Syria, (ii) is included on the OFAC Lists or Other Lists or (iii) is otherwise the subject of the sanctions administered by OFAC or the European Union or its members, the Stock Broker will not allow such transactions conducted directly or indirectly through the Client's account with the Stock Broker, and, to the extent permitted by law, the Client agrees to advise the Stock Broker of the name of the relevant person/entity and other necessary information in order that measures can be taken, including, as required, blocking any assets maintained on the books of the Stock Broker and notifying OFAC and/or other regulators.
- 5.3 The Client represents that it/he/she has in place appropriate internal systems and controls to comply with all requirements concerning anti-money laundering and antifraud to which the Client may be subject. The Client also represents that it/he/she is in compliance and will continue to be in compliance with the laws, regulations and Executive Orders administered by the OFAC in reference to U.S. Persons.

6. DISCLOSURES

- 6.1 Potential conflicts between the interests of the Stock Broker, its Affiliate(s), and their employees, and the interests of customers, are sometimes unavoidable. The Stock Broker is committed to identifying and managing actual or potential conflicts of interest and has adopted policies and procedures to achieve this goal.
- 6.2 When the Stock Broker executes transactions for the Client it may also act in a number of other capacities. It may execute transactions on the Client's behalf and on behalf of other customers and its Affiliate(s) for the sale or purchase of securities and financial instruments (for the purposes of this clause 6, "securities"). The Stock Broker may also, amongst other things, be members of and/or have an ownership interest in, the exchange or other venue on which the securities are traded, make markets in securities, and/or buy or sell securities on a principal/proprietary basis. The Stock Broker may internalize customer orders in securities in which it trades. Should the Stock Broker internalize orders or otherwise act as principal, it may generate a gain or loss for its own account. Nothing contained in the Stock Broking Documents shall be deemed to inhibit the Stock Broker from acting in any capacity for any other person or from buying, holding or dealing in any securities for its own account.
- 6.3 In acting in each of these capacities, the Stock Broker obtains order flow, price and other market information concerning securities. The Stock Broker's policy is to maintain the confidentiality of client order and transaction information. Under certain circumstances, subject to applicable law, the Stock Broker may use such information to facilitate the execution of those orders or transactions and may take it into account in limiting the risks to which it is subject in the course of its activities. In addition, the Stock Broker's traders that facilitate customer orders and engage in proprietary trading activities are exposed to customer information in connection with their facilitation activities. The Stock Broker may also disclose relevant and timely market information, including aggregated data internally, to customers and to Affiliate(s) without disclosing specific

information that could reasonably lead to the identification of the Client, the underlying customers, their orders, instructions or their transactions.

- 6.4 The Stock Broker may, on occasion and where permitted by applicable law, trade alongside customers, meaning it would execute the same trade or trading strategy at approximately the same time as a customer or when covering a facilitation position. If the Stock Broker does trade alongside the Client, it will, where required by applicable law, disclose that fact to the Client. Except where required by applicable law, however, the Stock Broker will have no duty to, and will not, update the Client on any decision it takes to change or terminate its trade or trading strategy.
- 6.5 The Client may, from time to time, give instructions to the Stock Broker to execute transactions to achieve one or more investment objectives on the basis of a strategy, benchmark or other basis selected by the Client and communicated to the Stock Broker. There may be significant differences in the returns or results that can be achieved in selecting one form of strategy rather than another. The Client is responsible for making its own determination as to whether any particular strategy selected or executed by it is appropriate and ensuring that it understands the relative merits or disadvantages of any such strategy vis a vis any other strategy that may be available to it. If the Stock Broker accepts the Client's selected strategy for execution, it will assume that the Client has analysed the relative risks, merits and possible returns of any such strategy over any other available strategy. In particular, the Stock Broker will not advise the Client in relation to any strategy selected by the Client, or recommend whether any strategy is appropriate for the Client or whether the Client may achieve better returns through some other strategy.
- 6.6 When the Stock Broker trades securities with (or for) the Client, it may be engaging in similar trading with (or for) other customers, its Affiliate(s), or the Stock Broker itself, subject to applicable law.
- 6.7 The Stock Broker may, at its discretion and upon the Client's request, provide the Client with oral and/or written indicative valuations of certain financial instruments in the Client's investment portfolio. The Stock Broker provides indicative valuations for informational purposes only – they are not bids or offers or solicitations to conduct transactions. The Stock Broker will not undertake to update any indicative valuation provided to the Client, and the indicative valuation may differ from values used in the Stock Broker's books and records and trading prices. Providing an indicative valuation is not meant to imply that an actual trading market exists for the financial instrument at the valuation provided, or at any price.

7. ORAL, FACSIMILE AND EMAIL INSTRUCTIONS

- 7.1 The Client hereby authorise the Stock Broker (but the Stock Broker shall not be obliged) to rely upon and act in accordance with any instructions:
 - (a) which may from time to time be, or purport to be, given orally, whether by telephone or otherwise (each an "oral instruction"); or
 - (b) which may from time to time be transmitted to the Stock Broker by facsimile or similar means and contains the facsimile signature of the authorized signatory authorizing or purporting to authorize its issue (each a "facsimile instruction"); or
 - (c) which may from time to time be transmitted by e-mail sent from any of the Client's e-mail addresses as specified in the Account Opening Form or the last e-mail address supplied by the Client to the Stock Broker (if any) (the "Client's specified e-mail address") to any of the Stock Broker's e-mail address(es) as the Stock Broker may from time to time specify by giving notice in writing to the Client via e-mail or otherwise (the "Stock Broker's specified e-mail address"), (each an "e-mail instruction");

without any further authority from the Client or any further notice to or from the Client, without any inquiry by the Stock Broker as to the authority or identity of the person giving or authorizing or purporting to give or authorize such instruction or the authenticity thereof, regardless of the circumstances prevailing at the time of such instruction or the nature of the transaction and notwithstanding any error, fraud or lack of clarity in the terms of such instruction, and whether or not such oral, facsimile or e-mail instruction was made or given with or without the authority of the Client.

- 7.2 Without limitation to the generality of above clause 7.1, the Client acknowledges that the Client is aware of all risks and damages which could result or arise from the use of postal services, telephone, facsimile, telex, e-mail and other acceptable forms of communication with the Stock Broker 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, unintended disclosure or unauthorized interception or manipulation by third parties or any extraordinary event.
- 7.3 Without limitation to the generality of above clause 7.1, or any other terms of this Clause 7, and without prejudice to the right of indemnity available to the Stock Broker under any law, equity, or otherwise, the Stock Broker, its directors, shareholders, officers, employees, agents and every person appointed by the Stock Broker (the “**Indemnified Persons**”) shall be indemnified and kept harmless by the Client against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Indemnified Persons of whatever nature and howsoever arising out of or in connection with the Indemnified Persons acting in accordance with any oral, facsimile or e-mail instructions and the Client agrees to perform and ratify any contract entered into or action taken by the Stock Broker as a result of such instructions. Notwithstanding the foregoing, the Stock Broker is entitled to not accept or comply with any oral, facsimile or e-mail instructions without providing reasons to the Client, and may but shall not be obliged to, require the Client to verify the authenticity of such oral, facsimile or e-mail instructions to the satisfaction of the Stock Broker, prior to the Stock Broker executing such instructions. In so doing, the Stock Broker shall not be liable or responsible for any losses, damages, claims, costs or expenses incurred by the Client.
- 7.4 The Client hereby acknowledge, agree and authorizes the Stock Broker (but the Stock Broker shall not be obliged) to record oral instructions from the Client and/or communications (including telephone conversations) between the Stock Broker and the Client and/or any callbacks made by the Stock Broker by audio recording devices and/or in writing and any such records of the Stock Broker shall constitute evidence as against the Client of the fact and content of the communication. Subject to the preceding sentence, the Client further agrees that a note made by any of the Stock Broker’s officers (or, as the case may be, any of the officers of any of the offices in any part of the world of the Stock Broker or its Affiliate(s)) of any oral instruction or communication, shall be binding evidence of such oral instruction or communication, provided always that the Stock Broker shall not be obliged to cause any of its officers or such officers of such offices or Affiliate(s) 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 authorization herein contained or prejudice the rights of the Stock Broker under the Stock Broking Documents.
- 7.5 The Stock Broker enters into this clause 7 for itself and as agent for all offices, other branches, Affiliate(s) and associate companies of Credit Suisse Group. The terms of this clause 7 and all of the rights of the Stock Broker hereunder shall apply to, and be conferred on, any of the offices or other branches or Affiliate(s) or associate companies of the Stock Broker which receives any oral, facsimile or e-mail instructions, in any part of the world with which the Client maintains a relationship, all of which shall be entitled to enforce and enjoy the benefit of this clause 7 to the fullest extent permitted by the law. Nothing in the foregoing sentence shall affect Stock Broker’s right to amend this CSSIPL Standard Terms in its sole discretion, subject to notice and the consent of the client, if required, in accordance with the Applicable Laws, rules, regulations, circulars, etc. of the SEBI / Stock Exchanges.

8. **STOCK BROKER LIABILITIES**

- 8.1 The Client agrees that neither the Stock Broker nor any of its officers or employees shall be liable to the Client for any loss, damages, costs, charges or expenses suffered by the Client arising out of or connected with any act or omission in relation to the Stock Broking Documents unless such loss, damages, costs, charges or expense results from the Stock Broker’s fraud, gross negligence or willful default. The Client agrees to indemnify the Stock Broker and its officers and employees against all costs, claims, liabilities and expenses arising out of or connection with the proper performance of its duties or discretions in relation to the Stock Broking Documents arising out of or connected with any breach by the Client of its obligations to the

Stock Broker including, without limitation, any costs incurred by the Stock Broker in the collection of any monies owing by the Client to the Stock Broker.

8.2 Without prejudice to the Stock Broker's other rights and remedies under the Stock Broking Documents or under applicable law until all obligations or liabilities of the Client have been satisfied in full, the Stock Broker shall have a lien over and be entitled to retain and withhold all the Client's monies, and/or other approved securities from time to time in the Stock Broker's possession or control whether the same is held for safe custody / margin / trade obligations or otherwise, and whether pursuant to the Stock Broking Documents or otherwise.

8.3 The Stock Broker shall not be responsible or liable for:

- (a) any loss, damage, injury, any partial performance, delay in performance or non-performance of any of its obligations under the Stock Broking Documents by reason of any cause beyond the Stock Broker's control including but not limited to any act of force majeure, breakdown or failure of transmission, communication or computer facilities, strike or other industrial action, the failure of any exchange, market or clearing house or the failure of any relevant correspondent or other agent for any reason to perform its obligations, war, hostilities, riot, civil commotion, requisition by any government or regional or local authority or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God, fire, flood, frost, storm or explosion; or
- (b) any loss arising on or in connection with any transaction as the result of any moratorium or change in exchange rates, any imposition of currency, foreign exchange or commodity restrictions or changes therein, or the suspension, closure or disruption of any markets, and the Client shall indemnify the Stock Broker and hold it harmless against any loss suffered by the Stock Broker by reason thereof.

9. NOTICES, COMMUNICATION, STATEMENT OF ACCOUNTS, ETC.

9.1 Any notice or communication including without limitation any confirmations, statement of accounts and other notices and written communications shall be deemed to have been duly served upon and received by the Client:-

- (a) if delivered by hand or courier to the Client, its authorised representative or such other person authorized ("Authorised Recipient") by the Client in writing to receive such notice or communication, at the time of delivery to the Client or its authorised representative or the Authorised Recipient;
- (b) if sent by registered mail, on the 3rd business day falling after the date of the registration receipt given to the Stock Broker by the relevant postal authority;
- (c) if sent by postage prepaid, at the time at which the same would be delivered in the ordinary course of post;
- (d) if transmitted by way of facsimile transmission, at the time of transmission;
- (e) if transmitted electronically, at the time of transmission.
- (f) in the case of the facsimile or electronic systems not being operative, options (a) and (b) above may be used as an alternative to ensure the proper delivery of the documents.

9.2 The Stock Broker will issue a statement of accounts for settlements and margins at least once every quarter. The Client has thirty (30) days to provide comments, raise objections or request amendments to these statements. In absence of any comments, objections or amendment request from the Client within 30 days, the contents of the statement of accounts will be considered as confirmed by the Client. The Client agrees that the Stock Broker reserves the absolute right to make any adjustment to the contents of any notice or written communication sent arising from any technical or typographical error beyond the Stock Broker's control.

- 9.3 The Client hereby confirm that he/it/she shall be solely liable for, and agrees to indemnify, defend and hold harmless the Stock Broker, its officers, directors and employees from and against all claims, liability, damages and/or costs (including but not limited to legal fees) arising from, out of or in connection with any written documentation in relation to the Client's transactions and account, except in the case of fraud, willful misconduct or gross negligence of the Stock Broker.
- 9.4 The Client shall forthwith notify the Stock Broker in writing of changes to any of the Client's addresses including without limitation the Client's correspondence and e-mail addresses. Should the Client fail to notify the Stock Broker or should the Stock Broker fail to receive such notification from the Client, any notice or written communication issued or sent by the Stock Broker to the address last known to it shall be deemed properly sent, transmitted, delivered or served by the Stock Broker on the Client.

10. GENERAL

- 10.1 Waiver: A failure or delay by the Stock Broker in exercising any right, power, authority, discretion, remedy or privilege in respect of the Stock Broking Documents will not be presumed to operate as a waiver, and a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
- 10.2 Brokerage and statutory levies: The Client agree to pay to the Stock Broker, brokerage, applicable service tax, and other statutory levies (payable on behalf of the Client) like stamp duty, securities transaction tax, etc. at rates prevailing from time to time.
- 10.3 If the Stock Broker is prevented from or hindered in carrying out any of its obligations under the Stock Broking Documents in respect of the Client's account(s) by reason of any cause not within the control of the Stock Broker, the Stock Broker shall be under no liability whatsoever in respect thereof and the time for performance by the Stock Broker shall be extended by a period equal to that during which performance is so prevented or hindered.
- 10.4 Amendments: The Stock Broker has the right, by notice to the Client, to add, alter, vary, supplement or modify all or any of the terms and conditions of the CSSIPL Standard Terms at any time at the Stock Broker's absolute discretion (in accordance with the applicable law) and such additions, alterations, variations, supplements or modifications shall be effective on and from the date specified by the Stock Broker in its notice in writing (including electronic communication) and with consent of the Client, if required in accordance with the Applicable Laws, rules, regulations, circulars, etc. of the SEBI / Stock Exchanges or after completion of 15 days from the date of the Stock Broker's notice, whichever is later. Without prejudice to the foregoing use of the Stock Broker services after such additions, alterations, variations, supplements or modifications shall also be deemed as the Client's acceptance and agreement to the same. Provided however, if the rights and obligations of the parties hereto are altered by virtue of change in Rules and regulations of SEBI or Bye-laws, Rules and Regulations of the relevant Stock Exchange, such changes shall be deemed to have been incorporated herein in modification of the rights and obligations of the parties mentioned in the Stock Broking Documents. Such changes in the rights and obligations shall be brought to the notice of the Client by the Stock Broker.
- 10.5 Cumulative Rights: All remedies of either Party under the Stock Broking Documents, whether provided herein or conferred by statute, civil law, common law, custom, trade or usage, are cumulative and not alternative and may be enforced successively or concurrently.
- 10.6 Assignment: Neither party shall be entitled to assign or otherwise transfer the Stock Broking Documents or any benefits, rights, obligations or interests herein whether in whole or in part to any other agency without the prior written consent of the other.
- 10.7 For avoidance of doubts, it is hereby clarified that in the event of any conflict and/or inconsistency between the Rights and Obligations and the CSSIPL Standard Terms, the CSSIPL Standard Terms shall be interpreted to minimize and/or eliminate any such conflict and/or inconsistency, and the provisions under the Rights and Obligations shall prevail.

- 10.8 Governing Law and Jurisdiction: The Stock Broking Documents shall be governed by the laws of India.. Any dispute arising from or relating to the Stock Broking Documents shall be subject to the jurisdiction of proper courts within area as may be specified under the rules, bye-laws or regulations of the respective Stock Exchanges, as amended from time to time.

ANTI MONEY LAUNDERING (AML) STANDARDS AND KNOW YOUR CLIENT (KYC) REQUIREMENTS

Credit Suisse Securities (India) Private Limited (“CSSIPL”) is a private limited company incorporated under the provisions of the Companies Act, 1956. CSSIPL is a licensed stockbroker with membership of the National Stock Exchange of India Limited (NSE) and the Bombay Stock Exchange Limited (BSE) and a licensed clearing member. CSSIPL is also a licensed merchant banker and underwriter; and a portfolio manager. CSSIPL is committed in its effort to comply with the applicable anti money laundering standards. This brochure provides an introduction to anti-money laundering standards and Know Your Client requirements.

1. What is Money Laundering & Terrorist Financing?

Money laundering is the process by which the illegal origin of wealth is disguised to avoid suspicion of law enforcement authorities and to wipe the trail of incriminating evidence. Terrorists and terrorist organisations though may not be keen to disguise the origin of their money but would be interested in concealing the destination and the purpose for which the money is collected. Therefore terrorists and terrorist organization could also employ techniques to hide and disguise money. Governments around the world recognize the corrosive dangers that unchecked money laundering poses to their economic and political systems and has prescribed acts, rules and regulation for prevention of money laundering.

2. What is the International standard against AML & CFT activities?

The Financial Action Task Force (FATF) is an inter-governmental body which sets standards, and develops and promotes policies to combat money laundering and terrorist financing.

The Forty Recommendations and Nine Special Recommendations of FATF provide a complete set of counter-measures against money laundering covering the criminal justice system and law enforcement, the financial system and its regulation, and international co-operation. These Recommendations have been recognised, endorsed, or adopted by many international bodies as the international standards for combating money laundering.

Website of FATF – www.fatf-gafi.org

3. What is the existing anti-money laundering & counter terrorism financing legislations in India?

PREVENTION OF MONEY LAUNDERING ACT, 2002

The Prevention of Money Laundering Act, 2002 (**PMLA**) was enacted with effect from July 1, 2005. The PMLA forms the core of the legal framework to combat money laundering and terrorist financing in India. The PMLA and Prevention of Money-laundering (Maintenance of Records of the Nature and Value of Transactions, the Procedure and Manner of Maintaining and Time for Furnishing Information and Verification and Maintenance of Records of the Identity of the Clients of the Banking Companies, Financial Institutions and Intermediaries) Rules, 2005 (PMLA Rules) impose obligation on banking companies, financial institution and intermediary to verify the identity of investors & maintain records of transactions with each investor. Rule 3 of PMLA Rules inter-alia requires maintains of records relating to following transactions:

- All cash transactions of the value of more than Rs.10 lakh or its equivalent in foreign currency.
- All series of cash transactions integrally connected to each other which have been valued below Rs.10 lakh or its equivalent in foreign currency where such series of transactions take place within one calendar month.
- All transactions involving receipts by non-profit organisations of value more than Rs.10 lakh, or its equivalent in foreign currency.
- All suspicious transactions whether or not made in cash and including, inter-alia, credits or debits into from any non monetary account such as demat account, security account maintained by the registered intermediary.
- All cash transactions where forged or counterfeit currency notes or bank notes have been used as genuine or where any forgery of a valuable security or a document has taken place facilitating the transactions.

SEBI CIRCULAR, ISD/CIR/RR/AML/1/06

SEBI has issued a circular reference number ISD/CIR/RR/AML/1/06 dated January 18, 2006 containing the Guidelines laying down the minimum requirements / disclosures to be made in respect of identification of investor. SEBI from time to time has issued various directives, covering issues related to Know Your Client (**KYC**) norms, Anti-Money Laundering (**AML**), Client Due Diligence (**CDD**), Combating Financing of Terrorism (**CFT**) and standards set by the Financial Action Task Force (**FATF**) on AML/ CFT.

CSSIPL has adopted the standards as defined in SEBI circular to identify and verify new investors as well as implement controls to ensure compliance with the AML standards.

4. What is Know Your Clients (KYC) Requirements?

KYC (also commonly referred to as Client Due Diligence) involves verifying an investor's identity as well as checking that the investor's activities are in line with the identity which they have claimed.

The Prevention of Money Laundering Act, 2002 (PMLA) & SEBI Circular ISD/CIR/RR/AML/1/06 require CSSIPL to collect certain information about each investor and verify their identity, supported by relevant identification documents.

All investors, including persons appointed under a Delegation of Authority or Power of Attorney, are required to meet the KYC requirements under the PMLA laws and SEBI Circular ISD/CIR/RR/AML/1/06.

In accordance with client identification requirements introduced under rule 9 of PMLA Rules, CSSIPL is required to collect certain information about each investor. This includes collecting proof of identity, proof of address, photograph, such other documents including in respect of the nature of business and financial status of the client as may be required by the CSSIPL of investors in the capacity of beneficial owners, directors, authorised persons, Delegation of Authority or Power of Attorney holders or any key stakeholders of the relationship.

In accordance with client identification requirements for corporate entities under rule 9 of PMLA Rules of PMLA, CSSIPL is required to obtain documents to establish incorporation status, mandate of governing body, or equivalent documents. Additional documents to determine financial soundness, source of income, of the client may be required as supporting identification documents.

We may require additional information about investor for the purposes of satisfying CSSIPL obligations under the PMLA and SEBI Circular ISD/CIR/RR/AML/1/06. CSSIPL may take actions we believe necessary to comply with PMLA laws and SEBI Circular ISD/CIR/RR/AML/1/06 which include delaying or refusing any request to establish a relationship or process any transaction.

5. When do KYC requirements apply?

KYC is carried out at the following stages:

- Prior to establishing a new relationship.
- Opening of subsequent account where documents or KYC information has changed since opening the initial account.
- From time to time when CSSIPL feels it necessary to obtain additional information from existing customers based on conduct of the account
- When there are changes to signatories, mandate holders, beneficial owners etc

6. Who is my contact point in CSSIPL to comply with AML and CFT requirements?

Your contact point will be the Relationship Manager who opens your account and who is in touch with you for your transactions with CSSIPL.

Should you require more information on AML & CFT requirements, you may wish to refer to the Financial Intelligence Unit- India website - <http://fiuindia.gov.in/faq-overview.htm>

To,
The Client

Dear Sir / Madam,

Consent to Disclosure

Credit Suisse Securities (India) Private Limited endeavours to provide you with quality services and, to that end, wants you to benefit from the capabilities and resources of Credit Suisse Group AG, its branches, Affiliates (as defined in CSSIPL Standard Terms) and direct and indirect subsidiaries (collectively, "Credit Suisse") worldwide for business support purposes, including, without limitation, data and transaction processing services; storage and facilities; and information technology administration, services and support.

To provide such services, Credit Suisse may need to collect and send information (hereafter referred to as "the Information") about you, your accounts (including accounts opened by you from time to time for or on behalf of others) (collectively "Accounts") and your relationship with us to, and/or allow access of the Information from or through, branches, Affiliates or service providers that are located outside of the jurisdiction where the Accounts are maintained. In order to ensure our records reflect accurately our compliance with applicable regulatory requirements we need to reaffirm your agreement to share your information as discussed above.

In this regard, your conducting business with us after the date of this letter will be taken by us as your consent and authorization to Credit Suisse Securities (India) Private Limited for such purposes to transfer, disclose to and share the Information with any other Credit Suisse location. In addition, Credit Suisse may make the Information available to select third party service providers, selected after extensive due diligence as to the quality of service, facilities, IT data security and standards of confidentiality, that it engages to assist and support it in providing the above services, provided that such service providers agree contractually to maintain the confidentiality of such information in accordance with Credit Suisse's policies and procedures in regard to data confidentiality.

This confirmation survives the termination of any Account.

If you require any clarification of this letter then please do not hesitate to contact the undersigned on +91 22 6777 3705 by fax +91 22 6777 3710 or by email at c.sunder@credit-suisse.com who will be happy to assist you.

This is system generated letter hence does not require signature.

Please fill this form in **ENGLISH** and in **BLOCK LETTERS** with **BLACK INK**

A IDENTITY DETAILS

1 Name of Applicant : _____ *(As per COI / Registration. Please do not abbreviate)*

2 Date of Incorporation : _____ & Place of Incorporation : _____
DD MM YYYY

3 a. Permanent Account Number (PAN) : _____
 b. Registration No⁴. : _____

4 Status (please tick any one) :
 Partnership Trust Bank NGO's FDI Charities
 BOI AOP Corporate Society LLP Govt. Body
 FII FII Sub Account QFI
 Foreign Portfolio Investor ('FPI') (please specify FPI Category⁵) _____
 Other (please specify) _____

5 Date of Commencement of Business : _____
DD MM YYYY

B ADDRESS DETAILS

1 Address for correspondence : _____
 Village / Town : _____
 City: _____ Pin Code: _____
 State: _____ Country: _____

2 Contact Details : Off : ISD STD _____ Res : ISD STD _____ Mobile No.: _____
 Fax: ISD STD _____ E-mail Id : _____

3 Specify the proof of address submitted for correspondence address submit : _____

4 Registered Office Address (if different from above) : _____
 Village / Town : _____
 City: _____ Pin Code: _____
 State: _____ Country: _____

⁴ Entity incorporation no in home jurisdiction or equivalent registration no. or SEBI registration no. or Foreign Portfolio Investors ('FPI')

⁵ Please refer to Note 1 on Page 36 for guidelines on FPI Categorisation

Details of Promoters/Partners/ Trustees/Whole Time Director⁶ (Use additional sheets if required)
Name of Client : _____ **PAN :** _____

Sr. No.	Name	Designation

⁶ If no Whole Time Directors then provide the information for at least two directors in-charge of day to day operations.

DECLARATION

I/We hereby declare that the details furnished above are true and correct to the best of my/our knowledge and belief and I/we undertake to inform you of any changes therein, immediately. In case any of the above information is found to be false or untrue or misleading or misrepresenting, I am/we aware that I/we are may be held liable for it.

_____ Signature of Authorised Person 1 ⁷ Name : Date :	_____ Signature of Authorised Person 2 Name : Date :	_____ Signature of Authorised Person 3 Name : Date :	_____ Signature of Authorised Person 4 Name : Date :
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FOR OFFICE USE ONLY

Intermediary Name : Credit Suisse Securities (India) Private Limited

Originals verified/properly attested copies (where originals were not produced for verification) received

Signature of Authorised Signatory
Staff Name :
Organisation :
Name :
Date :

Seal / Stamp of intermediary

⁷ Person duly authorised by the entity or Global Custodian / Local Custodian if authorised through PoA

DOCUMENT CHECKLIST

The documents listed in this checklist are intended as a guide only. CSSIPL may require additional as it deems necessary. All documents furnished to CSSIPL must be **Self-Attested & Certified** ^{Note 2}

Document Type		Category I ^{Note 1}	Category II ^{Note 1}	Category III ^{Note 1}
Entity Level	Constitutive Docs	Required	Required	Required
	Proof of Address (please provide for both Correspondence & Registered office)	Required Power of Attorney, mentioning the address, is acceptable as address proof	Required Power of Attorney, mentioning the address, is acceptable as address proof	Required Address proof other than Power of Attorney should be submitted.
	PAN Card	Required	Required	Required
	Financials	Exempt	Exempt	Risk based - Financial data sufficient
	SEBI Registration Certificate	Required	Required	Required
	Board Resolution	Exempt	Required	Required
	KYC Form	Required	Required	Required
Senior Management (Whole Time Directors/ Partners/ Trustees/ etc.)	List	Required	Required	Required
	Proof Of Identity	Exempt	Exempt	Entity declares on letterhead – full name, nationality and DoB OR Photo-identity proof and Aadhaar Card (as applicable)
	Proof of Address	Exempt	Exempt	Declaration on letterhead
	Photographs	Exempt	Exempt	Exempt
Authorized Signatories	List & Signatures	Required -List of Global Custodian ('GC') signatories can be given in case of POA to GC	Required -List of GC signatories can be given in case of POA to GC	Required
	Proof Of Identity	Not Required	Not Required	Required and Aadhaar Card (as applicable)
	Proof of Address	Not Required	Not Required	Not Required
	Photographs	Not Required	Not Required	Required
Ultimate Beneficial Owner('UBO')	List	Exempt	Required -Can declare "no UBO over 25%"	Required
	Proof Of Identity	Exempt	Exempt	Required
	Proof of Address	Exempt	Exempt	Exempt
	Photographs	Exempt	Exempt	Exempt
Details of Action taken / proceedings initiated against the entity by foreign regulators / SEBI / Stock Exchanges		Required	Required	Required

Note 1 : Classification of Eligible Foreign Investors (FPI , QFI, FII, FII – Subaccount)

Category	Eligible Foreign Investors
I	Government and Government related foreign investors such as Foreign Central Banks, Governmental Agencies, Sovereign Wealth Funds, International/ Multilateral Organizations/ Agencies
II	a) Appropriately regulated broad based funds such as Mutual Funds, Investment Trusts, Insurance / Reinsurance Companies, Other Broad Based Funds etc. b) Appropriately regulated entities such as Banks, Asset Management Companies, Investment Managers/Advisors, Portfolio Managers etc. c) Broad based funds whose investment manager is appropriately regulated d) University Funds and Pension Funds e) University related Endowments already registered with SEBI as FII/Sub Account
III	All other eligible foreign investors investing in India under PIS route not eligible under Category I and II such as Endowments, Charitable Societies/Trust, Foundations, Corporate Bodies, Trusts, Individuals, Family Offices, etc.

Note 2 : Certification of documents :

- Copies of all the documents submitted by the applicant should be self-attested and accompanied by originals for verification.
- Custodians must verify the PAN card details with the original PAN card and provide duly certified copies of such verified PAN details.
- In case the original of any document is not produced for verification, then the copies should be properly attested by any of Notary Public, Gazetted Officer, Manager of a Scheduled Commercial/ Co-operative Bank or Multinational Foreign Banks (Name, Designation & Seal should be affixed on the copy).