Introduction

As per SEBI vide circular **SEBI/HO/MIRSD/POD-1/P/CIR/2024/4** dated January 12, 2024 a facility of freezing/blocking the online access of investors' trading account is essential to avoid any unwanted suspicious activities which is an integral part of an efficient risk management system for the investors.

However, we have put in place a comprehensive policy which provides the facility of voluntary freezing/blocking the online access of the trading account for our clients.

Scope & Review of Policy

This policy is applicable to Broking Business of **CD Equisearch Pvt. Ltd.**

The model of this policy consists of all employees who are directly; indirectly dealing with the client needs to understand and follow the policy to avoid unwanted suspicious activities in client's trading account.

Framework for Voluntary Freezing/ Blocking of Trading Account

a) Following are the options from which clients can apply for the voluntary freezing/ blocking the trading account of any suspicious activity is observed in the trading account.

   i.   Receipt of an email from client's registered e-mail id at our dedicated email id stoptrade@cdequi.com
   ii. Receipt of duly signed original/physical application at our office.

b) We shall validate the authenticity of the request raised by the client through

   i.   Whether the request is received from the registered email id of the client or not.
   ii. 2FA (2 Factor Authentication)

c) After validation, issue the acknowledgement as well as freeze/ block the online access of the client's trading account and simultaneously cancel all the pending orders of the said client. The timelines for freezing/ blocking of the online access of the client's trading account is under

Scenario	Timelines for issuing acknowledgement as well as freezing / blocking of the online access of the trading account.
Request received during the trading hours and within 15 minutes before the start of trading.	Within 15 minutes.
Request received after the trading hours and 15 minutes before the start trading.	Before the start of next trading session.

d) Post freezing/ blocking the trading account, we shall send a communication on the registered e-mail id of the client, stating that ***"The online access to the trading account has been frozen/ blocked and all the pending orders in the client's trading account, if any, have been cancelled along with the process of re-enablement for getting the online access to the trading account."***

e) Details of open positions (if any) should also be communicated to the client along with contract expiry information within one hour from the freezing/ blocking of the trading account. This will eliminate the risk of unwanted delivery settlement.

f) The appropriate records/ logs including, but not limited to, request received to freeze/ block the online access of trading account, confirmation given for the freezing/ blocking of the online access of the trading account and cancellation of pending orders, if any, sent to the clients shall be maintained.

Re-enabling the Client for Online access of the Trading Account

We shall re-enable the online access of the trading account after carrying out necessary due diligence including validating the client request and unfreezing/ unblocking the online access of the trading account.

Further, It is clarified that

Freezing/ blocking is only for the online access to the client's trading account, and there shall be no restrictions on the Risk Management of **CD Equisearch Pvt. Ltd.**

The request for freezing/ blocking does not constitute request for making client Unique Client Code (UCC) as inactive in Exchange records.

Disclaimer Note

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