(6) A FREEZE OF THE DEFENDANT'S ASSETS; AND

(7) Any other relief as the court deems just.

11–703.

(a) (3) A person is civilly liable to another person if he:

(i) [In] ACTS AS AN INVESTMENT ADVISER OR REPRESENTATIVE IN violation of § 11–302(c), § 11–401(b), § 11–402(b), or § 11–304(b) of this title [, engages in the business of advising others, for compensation, either directly or through publications or writings, as to the value of securities or as to the advisability of investing in, purchasing, or selling securities, or who, for compensation and as a part of a regular business, issues or promulgates analyses or reports concerning securities in violation of such sections or rules or orders,] OR ANY RULE OR ORDER PROMULGATED UNDER IT, except that an action pursuant to a violation of § 11–402(b) of this title may not be maintained except by those persons who directly received advice from the unregistered investment adviser representative; or

(ii) ~~[~~Receives, directly or indirectly, any consideration from another person for advice as to the value of securities or their purchase or sale~~,]~~ ~~ACTS~~ OR FOR ACTING AS AN INVESTMENT ADVISER OR REPRESENTATIVE UNDER § 11–101(F)(1) OF THIS TITLE, whether through the issuance of analyses, reports, or otherwise, and employs any device, scheme, or artifice to defraud such other person or engages in any act, practice or course of business which operates or would operate as a fraud or deceit on such other person.

(f) (3) A person may not sue under subsection (a)(3) of this section more than 3 years after the DATE OF THE ADVISORY contract [of sale] or the rendering of investment advice, or the expiration of 2 years after the discovery of the facts constituting the violation, whichever first occurs.

(4) A person may not sue under this section:

(i) If the buyer received a written offer, before suit and at a time when he owned the security OR ASSET, to refund the consideration paid together with interest at the rate provided for in § 11–107(a) of the Courts and Judicial Proceedings Article, as amended, from the date of payment, less the amount of any income received on the security OR ASSET, and he failed to accept the offer within 30 days of its receipt;

(ii) If the buyer received the offer before suit and at a time when he did not own the security OR ASSET, unless he rejected the offer in writing within 30 days of its receipt; or

(iii) If the seller received a written offer from the buyer, before suit, to return the security OR ASSET, together with the amount of any income received on the security, less interest at the rate provided for in § 11–107(a) of the Courts and Judicial Proceedings Article, as amended, from the date of payment, and he failed to accept the offer within 30 days of its receipt.