



# **A.I. Securities (Pvt) Ltd**

**TREC HOLDER OF PAKISTAN STOCK EXCHANGE LIMITED**

**CUSTOMER RELATIONSHIP FORM – SAHULAT ACCOUNT**

**CLIENT NAME:** \_\_\_\_\_

**TRADING ACCOUNT #:** \_\_\_\_\_

**CDC SUB ACCOUNT #:** \_\_\_\_\_

## **Contact Us**

Room # 517, 5th Floor, Stock Exchange Building  
Stock Exchange Road,  
I.I. Chundrigar Road  
Karachi - 74000, Pakistan  
Phone # +9221-32429278-82 (5-Lines)  
WhatsApp # +923035201790  
E-Mail: 2429282@gmail.com

## GENERAL INSTRUCTIONS FOR ACCOUNT OPENING FORM

- Please read carefully the Terms and Conditions appearing under forms before filling the fields and signing the forms.
- Each column must be filled in Block/Capital Letters.
- The Account Holder and the Broker will duly sign each page of this form.
- Fields, which are not applicable, should be marked "N/A".
- Make cheque payable to **A.I.Securities (Private) Limited**.
- If any clarification is required, please do not hesitate to contact us at 2429282@gmail.com

## BASIC DOCUMENTS REQUIRED FROM INDIVIDUALS

- Copy of valid CNIC/SNIC of the Applicant.
- Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Nominee, if nominated.
- Copy of Zakat Declaration of the Applicant and the Joint Applicant (if applicable). In case of Non-Muslim, an affidavit shall be submitted.



# A. I. Securities (Pvt) Limited

TREC HOLDER: The Karachi Stock Exchange Limited

## SAHULAT KNOW YOUR CLIENT (KYC) APPLICATION FORM AND SAHULAT ACCOUNT OPENING FORM

(INDIVIDUAL RESIDENT PAKISTANI ONLY)

(Please use BLOCK LETTERS to fill the form)

A. IDENTITY DETAILS OF APPLICANT						
1. Full name of Applicant (As per CNIC/SNIC) Mr. / Mrs. / Ms.						
2. Father's / Husband's Name:						
3. Marital status: <input type="checkbox"/> Single <input type="checkbox"/> Married						
4. a. CNIC/ SNIC No:						
b. Expiry date:						
5. Date of Birth						
B. ADDRESS DETAILS OF APPLICANT						
1.(a) Mailing Address: (Address should be different from authorized intermediary business address except for employees of authorized intermediary)						
		City/Town/Village:	Province/State:	Country:		
(b) Tel. (Off.):*	(c) Tel. (Res.):*	(d) Mobile:	(e) Email*	(f) Fax*:		
2.(a) Permanent Address: (Mandatory to fill out if different from mailing address)						
		City/Town/Village:	Province/State:	Country:		
C. OTHER DETAILS						
1. Gross Annual Income Details:						
] [Please tick (✓) the relevant box]		<input type="checkbox"/> to Rs. 100,000	<input type="checkbox"/> Rs. 100,001 - Rs. 250,000	<input type="checkbox"/> R 0,001 - Rs. 500,000	<input type="checkbox"/> Above Rs. 500,000	
2. Source of Income:						
3.(a) Occupation: [Please tick (✓) the appropriate box]		<input type="checkbox"/> Agriculturist	<input type="checkbox"/> Business	<input type="checkbox"/> Housewife	<input type="checkbox"/> Household	
		<input type="checkbox"/> Retired Person	<input type="checkbox"/> Student	<input type="checkbox"/> Business Executive	<input type="checkbox"/> Industrialist	
		<input type="checkbox"/> Professional	<input type="checkbox"/> Service	<input type="checkbox"/> Govt. /Public Sector	<input type="checkbox"/> Others (Specify)	
(b) Name of Employer/Business:			(c) Job Title / Designation:			
(d) Address of Employer/Business:						
D. BANK DETAILS						
Bank Name.:			IBAN No.:			
E. DECLARATION						
I hereby confirm that all the information furnished above is true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be untrue or false or misleading or misrepresenting, I am aware that I may be held liable for it.						
Signature of the Applicant		Date: _____ (dd/mm/yyyy)		Signature of the Applicant as per CNIC/ SNIC (Only applicable if Applicant signature is different)		
FOR OFFICE USE ONLY						
Authorized Signatory		Date		Seal/Stamp of the Authorized Intermediary		
* Optional						

F. Zakat Status:						
[If, according to the Fiqh of the Applicant(s), Zakat is not deductible, then relevant Declaration on prescribed format shall be submitted by the Applicant with the concerned Participant/TREC Holder/Investor Accountholder]. Non-Muslims shall submit an affidavit.				Please tick (✓) the appropriate box		
				<input type="checkbox"/>	Muslim Zakat deductible	
				<input type="checkbox"/>	Muslim Zakat non-deductible	
				<input type="checkbox"/>	Not Applicable	
G. Particulars of nominee (Optional)						
[Nomination may be made in terms of requirements of Section 79 of the Companies Act, 2017, which inter alia requires that person nominated as		(a) Name of Nominee:				
		(b) Relationship with the Applicant: [Please tick (✓) appropriate box]		<input type="checkbox"/> Spouse	<input type="checkbox"/> Father	<input type="checkbox"/> Mother
		<input type="checkbox"/> Brother	<input type="checkbox"/> Sister	<input type="checkbox"/> Son		

aforesaid shall not be a person other than the following relatives of the Investor Accountholder/Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter.]	<input type="checkbox"/> Daughter	
	(c) CNIC <input type="checkbox"/> NIC <input type="checkbox"/> COP <input type="checkbox"/> A <input type="checkbox"/> P <input type="checkbox"/> No of <input type="checkbox"/> Nominee:	
	[Please tick (✓) appropriate box]	
	(d) Expiry date of CNIC /SNIC/ NICOP / ARC / POC:	
(e) Passport details: (In case of a foreigner or a Pakistani origin)	Passport Number:	
	Place of Issue:	
	Date of Issue:	
	Date of Expiry:	

**H. CDC access:** CDC provides **FREE OF COST** services under CDC access whereby Sub-account holders/Investor Account holders can have real time access to their account related information.

**1. Do you wish to subscribe to free of cost IVR/Web Service?** [Please tick () the appropriate box]

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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**2. If you are subscribing to IVR and Web Service, please provide Mother's Maiden Name:**

**I. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)**

I, the undersigned, hereby give my express authority to the Participant under Section 12 and Section 24 of the Central Depositories Act, 1997 to handle Book-entry Securities beneficially owned by me and entered in my Sub-Account maintained with the Participant for securities transactions that are exclusively meant for the following purposes:

- For the settlement of any underlying market transactions (trades) including off market transactions made by me from time to time;
- For pledge securities transactions with the NCCPL relating to any of my underlying market transactions (trades) to be settled through NCCPL from time to time;
- For the recovery of payment against any underlying market purchase transactions made by me from time to time;
- Movement by me from time to time of my Book-entry Securities from my Sub-Account under the Main Account under the control of the Participant to my Sub-Account under another Main Account under the control of the Participant or to my Sub-Account under any Main Account which is under the control of another Participant or to my Investor Account;
- Securities transactions which has been made by way of a gift of Securities by me to my Family Members or other persons in accordance with the CDC Regulations from time to time;
- For the recovery of any charges or losses against any or all of the above transactions carried out by me or services availed; and/or
- Delivery Transaction made by me for any other purposes as prescribed by the Commission from time to time.

Specific authority on each occasion shall be given by me to the Participant for handling of Book-entry Securities beneficially owned by me for all other purposes as permitted under the applicable laws and regulations.

**Note:** Please note that above shall serve as a standing authorization to the Participant for handling of Book-entry Securities owned by the undersigned Sub-Account Holder and entered in his/her Sub-Account maintained with the Participant. Handling of Book-entry Securities for all other purposes should however require specific authority in writing from the undersigned Sub-Account Holder (in favour of the Participant). For handling of Book-entry Securities worth Rs. 500,000/- and above, the above mentioned specific authority shall be obtained on non-judicial stamp paper.

**J. SIGNATURES**

Name of Applicant:	Date: Place:	Signature:
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**TERMS AND CONDITIONS**  
Please read and understand the Terms and Conditions before signing and executing this form

These Terms and Conditions shall constitute a Contract between the Parties hereto. This Contract shall govern opening, maintenance and operations of Trading Account, CDC Sub-Account(s) and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith.

**GENERAL TERMS AND CONDITIONS**

- All Trades, Transactions including non-Exchange Transactions (jointly referred to as "Transactions") between the Parties and Clearing and Settlement thereof and opening, maintenance and operations of Sub-Account in the CDS shall be subject to the Securities Act, 2015, Central Depositories Act, 1997, Pakistan Stock Exchange Limited (PSX) Regulations, Central Depository Company of Pakistan Limited (CDC) Regulations, CKO Regulations, 2017, National Clearing Company of Pakistan Limited (NCCPL) Regulations and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
- The information provided in Sahulat Know Your Client (KYC) Form and/or Sahulat Account Opening Form shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
- These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
- The Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
- The Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
- In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Securities Broker. Upon receipt of instruction from the Customer, the Participant/ Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Securities Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s)..
- Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto.
- The Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. 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 Contract shall continue to subsist and vest in /be binding on the respective Parties or his /her/ its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from his/her Sub-Account.
- Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Securities Broker/TRE Certificate Holder" respectively.
- The Securities Broker/Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through it and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.

### TERMS AND CONDITIONS FOR OPENING AND OPERATIONS OF CDC SUB-ACCOUNT

The Terms and Conditions set herein below shall govern the Sub-Account forming part of the Account Family of the CDS Participant Account of the Participant, which shall be binding on the Sub-Account Holder as well as the Participant:

1. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same.
2. Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to the Participant in Part (I) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. Such authorization shall constitute the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
3. Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing the number of every Book-entry Security entered in his/her Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
4. In consideration for the facilities and services provided to the Sub-Account Holder by the Participant, the Sub-Account Holder shall pay fees and charges to the Participant as applicable for availing such facilities and services under the Central Depositories Act, 1997, the Regulations and these Terms & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Participant shall have the right, subject to Clause 2 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated Deal Market sell transaction and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.
5. Where admission of Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change his/her Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to its right of recovery of any dues or receivable from the Sub-Account Holder.
6. The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Participant separately in writing.
7. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

### TERMS AND CONDITIONS FOR TRADING ACCOUNT

1. In case any dispute in connection with the Transaction between the Securities Broker and the Customer is not settled amicably, either Party may refer the same to the Arbitration in accordance with the arbitration procedures prescribed in PSX Regulations. The decision of arbitrators shall be binding on both the Parties subject to their rights of appeal in the manner provided in PSX Regulations, if exercised. The name and other relevant particulars of the Customer shall be placed on PSX's website accessible to Securities Brokers if the Customer fails or refuses to abide by or carryout any arbitration award passed against him/her and the Customer shall have no objection to the same.
2. The assets deposited as margin by a Customer with the Securities Broker shall only be used by the Securities Broker for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
3. The Securities Broker may deposit unutilized funds of the Customers in a separate profit-bearing bank account and shall distribute profit to the Customers out of total profit offered by bank(s) on such funds, unless specified otherwise in writing by the Customer.
4. The Securities Broker shall be authorized to act on the instructions of Customers given through any of the following modes of communication unless specifically designated by the Customer in the Form:
  - (a) Telephonic communication over a dedicated telephone line(s) routed through centralized call recording system;
  - (b) Email/SMS/Fax/Letter on the authorized email address/mobile/fax/address of the Securities Brokers;
  - (c) Verbal orders placed through personal appearance in the registered office subject to receipt of written acknowledgement of such in-person orders by Securities Brokers.
5. The Securities Broker shall make out the Contract Note (physical or electronic form) to the Customers in respect of trades executed on their behalf based on their order instructions not later than the start of next trading day as required under the Securities Brokers (Licensing and Operations) Regulations, 2016 through any of the following acceptable modes of communication unless specifically designated by the Customer in the Form:
  - (a) Recognized courier service;
  - (b) Registered Post at given correspondence address;
  - (c) Facsimile number provided on the Form;
  - (d) By hand subject to receipt/acknowledgement; or
  - (e) Email provided on the Form in case of Electronic Contract Note.All such transactions recorded by the Securities Broker in the prescribed manner shall be conclusive and binding upon the Customer unless the Customer raises observation relating to unauthorized execution of such transaction or any error in the Contract Note within one trading day of the receipt of such Contract Note.  
In the event of any dispute relating to order placement or executing of orders, the burden of proof shall be on the Securities Brokers to establish the authenticity of such order placement or execution thereof.
6. In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), the Securities Broker shall have absolute discretion to liquidate the Customer's outstanding positions including the securities purchased and carried in such account to meet the margin shortfall without further notice to the Customer.
7. The Securities Broker shall be responsible for the payment of any credit cash balance available in the account of the Customer through cross cheques or other banking channels (instruments) only within one (1) trading day of the request of the Customer subject to the maintenance of the margin requirements.
8. The Customer is aware that in the event of his/her non-payment on settlement day against securities bought on his/her account, the Securities Broker may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
9. The Securities Broker shall accept from the Customer payments through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other banking channels drawn on Customer's own bank account in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Securities Broker through banks would be regarded as good as cheque. The Securities Broker shall provide the receipt to the Customer(s) in the name of the Customers duly signed by its authorized employee and the Customer(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Customer(s), specifically mentioning if payment is for margin or the purchase of securities. The Securities broker shall immediately deposit in its bank account all cash received in whole i.e. no payments shall be made from the cash received from clients. However, in exceptional circumstances, where it becomes necessary for Securities Broker to accept cash in excess of Rs.25,000/-, the Securities Broker shall immediately report within one trading day such instances with rationale thereof to the PSX in accordance with the mechanism prescribed by PSX.
10. The Securities Brokers shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period prescribed under the Securities Brokers (Licensing and Operations) Regulations, 2016.
11. The Securities Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities ledgers as back office and CDC Sub-Account records along with reconciliation of any differences therein through any of the aforesaid modes of communication. In case of any discrepancy in the ledger statement, the Customer shall inform the Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
12. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
13. The Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

### TERMS AND CONDITIONS FOR KNOW YOUR CLIENT (KYC) APPLICATION FORM "SAHULAT"

1. All terms herein shall, unless expressly stated otherwise, have the same meaning as ascribed to them in the Centralized KYC Organization Regulations.
2. The Sahulat Account can only be opened by resident Pakistani individuals with Authorized Intermediaries that are Securities Brokers and it shall be subject to following conditions or any other conditions as may be specified by PSX and/or SECP:
  - a. Only one client code can be tagged by a Securities Broker for Sahulat Account holder in NCSS.
  - b. Sahulat Account holder shall be allowed to open and maintain one Sahulat sub-account and/or one Sahulat IAS.
  - c. Resident Pakistani individuals already maintaining sahulat or normal trading account with Authorized Intermediaries that are Securities Brokers are not eligible for opening Sahulat Account.
  - d. Sahulat Account cannot be opened with joint holders
  - e. Sahulat Account holders shall only be eligible to trade in Ready Delivery Contract Market and no transactions in Derivative Contracts and Leveraged Market shall be allowed.

- f. Trading by Sahulat Account Holders shall be subject to such position limits as may be notified by PSX from time to time with prior approval of SECP.
3. The Customer agrees that CKO may hold, store and process its KYC Information on the KYC Information System and KYC Database in connection with its KYC functions under the Centralized KYC Organization Regulations. The Customer also agrees that CKO may disclose its KYC Information as permitted under the CKO Regulations and such other disclosures as may be reasonably necessary for compliance with any other laws or regulatory requirements.
  4. The Customer acknowledges that KYC Information System and KYC Database, including but not limited to all the information contained therein is the legal property of CKO.
  5. These terms and conditions shall be governed by the laws of Pakistan.

#### DECLARATION & UNDERTAKING

I, the undersigned Applicant, hereby declare/undertake that:

- a) I am not minor;
- b) I am of sound mind;
- c) I have not applied to be adjudicated as an insolvent and that I have not suspended payment to any financial institution and that I have not compounded with my creditors;
- d) I am not an undischarged insolvent;
- e) I confirm having read and understood the above Terms and Conditions and I hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the above Terms and Conditions and any other terms and conditions which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above Terms and Conditions in connection with the opening, maintenance and operation of the Investor Account/Sub-Account / Trading Account, as the case may be;
- f) The information furnished in this form is complete, valid, true and correct to the best of my knowledge and I shall inform the Securities Broker/Participant immediately in writing of any change therein;
- g) In case any of the above information is found to be false or misleading or suspension of any material fact, will render my Investor Account/Sub-Account/Trading Account, as the case may be, liable for termination and I shall be subject to further action under the law;
- h) All the documents filed/submitted by me for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives and are in accordance with the applicable law; and
- i) I hereby now apply for opening, maintaining, operation of Investor Account/Sub-Account/Trading Account, as the case may be, with the Participant/TREC Holder.

#### DISCLAIMER FOR CDC ACCESS SERVICES

The main objective of providing information, reports and account maintenance services through the Interactive Voice Response System, Internet /Web access and Short Messaging Service ("SMS") or any other value added service is to facilitate the Investor Accountholders/Sub-Account Holders ("Users") with a more modern way to access their information. CDC makes no other warranty of the IVR, Internet /Web access, SMS or any other value added services and Users hereby unconditionally agree that they shall make use of the internet/web access subject to all hazards and circumstances as exist with the use of the internet. CDC shall not be liable to any Users for providing and making available such services and for failure or delay in the provision of SMS to Users and all Users, who use the IVR, internet access, SMS or any other value added services, shall be deemed to have indemnified CDC, its directors, officers and employees for the time being in office and held them harmless from and against any losses, damages, costs and expenses incurred or suffered by them as a consequence of use of the IVR system, internet/web access, SMS or any other value added services.

All Users hereby warrant and agree that their access of the internet /web by the use of a User-ID and login is an advanced electronic signature and upon issuance of such User-ID to the user, they hereby waive any right to raise any objection to the compliance of the User-ID and login with the criteria of an advance electronic signature.

All Users shall by signing this Form and by their conduct of accessing the IVR, internet/Web access, SMS or any other value added services agree to all the terms and conditions and terms of use as shall appear on the CDC website at [www.cdaccess.com.pk](http://www.cdaccess.com.pk) which shall be deemed to have been read and agreed to by the Users before signing this form.

#### Signatures:

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Seal/Stamp of the Authorized Intermediary

#### BROKER TERMS AND CONDITIONS

Please read and understand the Terms and Conditions before signing and executing this form

In addition to the Special Terms and Conditions contained in Account Opening Form, the following additional Terms and Conditions are applicable and binding upon the Account Holder(s) and the Broker.

1. At the time of opening the Account, the Account Holder(s) shall deposit minimum margin in cash and/or listed Securities of equivalent value acceptable to the Broker as per its haircut valuation policy. The net value of the Securities/cash balance will be monitored regularly. The Broker shall have the right to call for the deficit amount.
2. In case the Account Holder(s) is/are authorized by the Broker to undertake online trading, the Broker shall also be authorized to act upon the instructions of the Account Holder(s); whether written or verbal. The Broker shall provide confirmation of the executed transactions via e-mail or as required by the Account Holder(s). All such transactions recorded by the Broker in his books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/them, subject to Clause 5 of the Special Terms & Conditions.
3. The Broker shall put forth its best endeavors to service and execute the order of the Account Holder(s).
4. While the Broker shall endeavor to purchase or sell the Securities as per the Account Holder(s) instructions while placing the order, the Broker does not guarantee or assure that the transactions may materialize fully.
5. The Account Holder(s) shall be liable to pay all federal, provincial and local taxes, duties, fees and other levies, such as income tax, capital gains tax, capital value tax, sales tax, excise duty, stock exchange charges, NCCPL charges, CDC charges, etc. (collectively "Taxes"), as may be applicable on the Account Holder(s) or the transactions executed on his/her/their behalf. The Broker is hereby unconditionally authorized by the Account Holder(s) to deduct Taxes from payments to be made to the Account Holder(s) or recover the applicable Taxes out of the funds or Securities of the Account

- Holder(s) that may be available with the Broker for onward payments to the concerned tax authorities. The Account Holder(s) shall indemnify the Broker against all losses, damages, costs and expenses that may be sustained or suffered by the Broker for non-payment of any Taxes due to want of sufficient funds or Securities of appropriate value in the Account of the Account Holder(s).
6. In case of non-payment by the Account Holder(s) within the time stipulated in clause 7(b) of the Special Terms & Conditions the Broker shall have the right to square off the deal and any loss suffered therein, shall be borne by the Account Holder(s). The Broker shall have a lien and/or first charge on the Account Holder(s) Securities and deposits held on account of the Account Holder(s) for recovery of such loss.
    - a) If any such delay continues beyond one (1) business day, the Broker shall have the right to resell the Securities at the risk, cost and account of the Account Holder(s) and all losses suffered shall be borne and made good by Account Holder(s). In case if the cheque given by the Account Holder(s) bounces, a handling charge of Rs. 1,000/- will be recovered from the Account Holder(s). The recovery of these charges shall not prejudice the Broker's right to initiate any other legal proceedings against the Account Holder(s).
    - b) Without prejudice to the Broker's rights contained in Clauses 5 and 6(a) above, in case the Account Holder(s) fails to make the payment for any trade, etc. and the Broker claims the amount in arbitration proceedings, whether initiated by the Broker or by the Account Holder(s), or in a suit or other proceedings that may be initiated by the Broker or the Account Holder(s) in a court of law, the Broker shall have the right to claim by way of liquidated damages (not by way of interest or penalty) @ six months KIBOR plus 4% on the outstanding amount from the date of the institution of the arbitration proceedings or the suit or any other legal proceedings, as the case may be, till realization by payment made by the Account Holder(s) or by enforcement of the arbitral award or the decree of the court, as the case may be, to cover the Broker's cost of funds.
  7. It is mutually agreed between the Broker and Account Holder(s) that any free credit balances in Account Holder(s)' Account are being maintained to facilitate Account Holder(s)' intention to invest such amount through the Broker. It is specifically agreed and understood that under no circumstances whatsoever will the Broker allow any credit facilities.
  8. For Sale contracts involving physical scrip, the Account Holder(s) shall deliver the Securities to Broker at least two (2) days before the scheduled date of delivery. The scheduled date of delivery will be intimated to the Account Holder(s) by the Broker at the time of confirmation of the sell order. If the deliveries are not received by the scheduled date, the sell position held by the Account Holder(s) will be squared under intimation to the Account Holder(s) and the resulting loss incurred, if any, due to squaring the position will be charged to the Account Holder(s). Securities' certificate(s) will not be accepted for effecting deliveries unless blank transfer deeds with signatures duly verified by the concerned companies along with the original Security certificate(s) are delivered to the Broker. In case Security certificate(s) and/or the corresponding transfer deed(s) and/or the Securities are not found to be in order, the Broker will have the right to refuse or reject the same in which event the Account Holder(s) shall timely replace/deliver substitute of the said Securities' certificate(s) or get the original deeds and/or the Securities' certificate(s) regularized immediately subject to any other liability of the Account Holder(s).
  9. The proceeds of the Securities sold on account of the Account Holder(s) shall become due on the business day following settlement date. The Broker shall not be liable for delays in the payments to be made by NCCPL or the Exchange or the TRE Certificate Holder of the Exchange through whom the Securities have been sold by the Broker on account of the Account Holder(s), as the case may be.
  10. In case of purchase contracts, deliveries will be effectuated to the Account Holder(s) on the settlement dates, mentioned in the Confirmation of purchase; provided, however, that each payment is charged/received by the Broker at least one day before the settlement date. Payment in excess of Rs. 25,000/- will be accepted only by a recognized direct fund deposit banking instrument/online fund transfer mechanism of a reputed Bank acceptable to the Broker. If the payment is not received before the settlement date or if the Payment instrument bounces, the Broker shall be free to transfer the securities to its Collateral Account as mentioned in Clause 7(b) of the Special Terms and Conditions, without prejudice to the Broker's other rights, remedies and resources. Purchase bill will be issued for every related transaction.
  11. In addition to Terms and Conditions contained herein, the Terms and Conditions in respect of Direct Settlement System (DSS) of Central Depository Company of Pakistan Limited (CDC) and centralized clearing, settlement and custody service named as National Custodial Services (NCS) of National Clearing Company of Pakistan Limited (NCCPL) will be applicable to all transactions effectuated on account of the Account Holder(s). According to both the Systems of CDC and NCCPL, if a transaction exceeds the upper limit of available balance in the Account Holder(s)' Trading Account limits both in respect of the amount held in the Trading Account, as well as available balance of the Securities in the Account Holder(s)' Sub-Account, the trade will be rejected and the Securities will be transferred to Broker's House Account. In such an event, payment will also have to be made by the Broker out of its own resources. Therefore, in case sufficient Securities are not available in the Account Holder(s)' Sub-Account, the Broker will have to cover the short sale from the open market at the Account Holder(s)' cost and risk. In case of breach of upper limit in respect of credit balance or available securities in DSS/NCS account, the Broker will receive the Securities purchased in the Broker's House Account and the Broker will then transfer these Securities to the Sub-Account of the Account Holder(s) under its lien and the Account Holder(s) will continue to be liable to pay the purchase bill of the Broker, along with all losses, damages, costs and expenses that may be suffered by the Broker. Likewise, in case of short sale, the Broker will cover the shortfall in the Securities from the open market at the risk and cost of the Account Holder(s) and the Account Holder(s) will be liable for all losses, damages, costs and expenses that may be suffered by the Broker
  12. The Broker shall charge commission from the Account Holder(s) at the rates notified by the Broker to the Account Holder(s) from time to time, such rates will be subject to change by the Broker at its discretion. Provided, however, any increase in the rate of commission shall not apply to an order already executed on account of the Account Holder(s). The sale proceeds and purchase bills will be inclusive of commission and other levies.
  13. The Broker shall have complete discretion as to keeping of unutilized funds of the Account Holder(s) in a current bank account, or in a profit bearing bank account. In case the Broker at its sole discretion decides to keep the unutilized funds of the Account Holder(s) in a profit bearing bank account of the Broker's choice, funds of the various other account holders of the Broker will also be kept in such account and the Broker will pass on profit to clients on the cash amount deposited after deducting service charge. Such amount will be credited in the ledger account of the Account Holder(s) on quarterly basis. The Account Holder(s) shall however not question the rate of profit or the computation of the Account Holder(s)' share by the Broker.
  14. In the event of failure or refusal to effect delivery against any purchase contract by any TREC holder or NCCPL through whom the Broker may have purchased the Securities or refusal to accept delivery against any sale contract by any TREC holder or NCCPL through whom the Broker may have sold the Securities, the Broker shall not be liable for any damages, costs or legal expenses which the Account Holder(s) may suffer or sustain and in such an event, the related Rules and Regulations will prevail and be binding upon the parties.
  15. In the event of the Account Holder(s)' refusal to accept delivery and to make payment against any Purchase Contract or refusal or delay in effecting delivery against any Sale Contract, the Account Holder(s) shall be liable to compensate the Broker for all losses and damages, including the financial cost as well as legal cost (if any) that the Broker may suffer or sustain on account of the Account Holder(s)' delay or default.
  16. The Broker shall not be liable for any fraud, forgery, mis-declaration or any other act or omission on the part of any constituent or TREC holder of the Exchange/ NCCPL or their respective Account Holder(s) and the Securities shall be deemed to have been purchased or sold at the risk and cost of the Account Holder(s) with no obligation on part of the Broker.
  17. In case of hacking of any of its information system or any other system that forms part of trading, the Broker shall not be liable in any manner whatsoever.
  18. In case any information or data relating to the Account Holder(s), including but not limited to the Statements of Ledger Account, CDC sub-accounts, transactions effectuated for or on account of the Account Holder(s), payments made by or received from the Account Holder(s) from time to time, etc. is called by any lawful authority or agency or a court or tribunal, the Broker shall be obliged to provide the same and shall not be held liable in any manner for such disclosures.
  19. For Book-Entry Securities: For book-entry securities, the following Additional Terms and Conditions shall apply:
    - a) For book-entry securities deposited with the Central Depository Company of Pakistan Limited, deliveries will be effected as per the Central Depositories Act, 1997 and the Central Depository Company of Pakistan Limited Regulations and other applicable Rules and Regulations pertaining to book-entry securities.
    - b) The special terms and conditions contained in CDC sub-account opening form to be executed by the Account Holder(s) shall apply to all transactions relating to book-entry securities.
  20. For Online Trading: For Online Trading, the following Additional Terms and Conditions shall apply:
    - a) A Password or PIN will be issued to the Account Holder(s) by the Broker as the Account Holder(s)' Personal Identification Number or Code to enable the Account Holder(s) to have access to and use his account for Online Trading. The Password/PIN may be communicated through email or through any courier to the Account Holder(s) at his/her own risk. The Account Holder(s) shall not disclose the Password/PIN to any person and shall take every reasonable precaution to prevent discovery of the Password/PIN by any other person.
    - b) The Broker may electronically transfer delivery of confirmation, statements, and other notices in connection with Online Trading. It shall be the responsibility of the Account Holder(s) to review upon receipt of emails, confirmation statements, margin notices and maintenance calls whether delivered by surface mail, email, or electronic terminals. If the Password/PIN is disclosed to any third party, the Account Holder(s) shall immediately notify the same to the Broker. The Account Holder(s) will immediately notify the Broker of any loss, theft, or unauthorized use of his/her/their Password, Account number and Password/PIN. The Account Holder(s) shall immediately notify any change in his/her email or other address as mentioned in the Account Opening Form.
    - c) All risks connected and involved with Electronic/Online Trading will be assumed fully by the Account Holder(s). Neither the Broker, nor any of its directors or officers would be responsible or liable in any manner for any losses or damages that may be suffered by the Account Holder(s), including but not limited to, those due to the misuse of the Account Holder(s)' Password or PIN, hacking of lines, outages and slowdowns in the internet connection, and piracy of the Account Holder(s)' information and affairs by unscrupulous persons.
    - d) The Broker may at any time and from time to time require Additional Margin in the Account (in cash or Securities acceptable to the Broker) before executing any orders or undertaking any transactions executed through Online Trading Facility. The amount and timing may vary depending on factors solely at the Broker's discretion. The Broker shall have the right to liquidate the Account Holder(s)' trading position(s) if the account margin is insufficient at any time and the conditions of the right to set-off clause below shall apply.
    - e) The Broker may at its discretion elect upon notice to square off the Account Holder(s)' Account and make all obligations in the Account immediately due and payable by the Account Holder(s) without assigning any reason.
  21. Margin Financing (MFS)/Margin Trading (MTS)/ Security Lending and Borrowing (SLB): For Margin Financing/Margin Trading/Securities Lending & Borrowing, then following Additional Terms and Conditions shall apply:

- a) Margin Financing, Margin Trading, Securities Lending and Borrowing and Pledging of Securities on account of the Account Holder(s) shall be governed by the Securities (Leveraged Markets and Pledging) Rules, 2011 and any amendments thereto or substitutions thereof or any other legal or regulatory requirement as implemented from time to time. The Account Holder(s) undertake(s) to execute the Broker's standardized documents for such transactions, including those prescribed by SECP, PSX, NCCPL, etc.
- b) The Account Holder(s) shall be eligible to enter into multiple Margin Financing/Margin Trading/SLB Contracts at the same time and shall be for a tenure not greater than the respective tenure prescribed by the respective regulations from time to time or such other period as the Broker may at its sole discretion determine.
- c) The minimum equity participation amount that the Broker shall accept for each MF/MT/SLB Contract shall not be lower than the limit prescribed by the National Clearing Company of Pakistan Limited Regulations, 2003, (Regulations) as amended and/or modified from time to time. However, the Broker at its discretion can request for higher equity participation than what is prescribed in the Regulations.
- d) In respect of MT/MF/SLB transactions, the Account Holder(s) shall pay to the Broker mark-up on financing computed at the rate as decided from time to time pro-rated to the actual number of

**UNDERTAKING OF FOREIGN ACCOUNT TAX COMPLIANCE (FATCA)**

	<b>Main Account Holder</b>	<b>Joint Account Holder 1</b>	<b>Joint Account Holder 2</b>	<b>Joint Account Holder 3</b>
Name:	_____	_____	_____	_____
Country of Permanent Residence:	_____	_____	_____	_____
Country of Birth:	_____	_____	_____	_____
Nationality:	_____	_____	_____	_____
Country of Incorporation	_____	_____	_____	_____
<b>Please confirm the following</b>				
Are you a U.S. Resident	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___
Are you a U.S. Citizen	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___

days for which any amount is financed to or on account of the Account Holder(s). The Broker shall have the right to debit Account Holder(s)' Account for the mark-up and the Account Holder(s) undertake(s) to pay the mark-up immediately upon written demand from the Broker without raising any issues.

- e) The purchase of Securities shall be carried out by the Account Holder(s) only in respect of MT/MF/SLB Eligible Securities as decided by the Broker from time to time. The Account Holder(s) accept(s) and acknowledge(s) that the Broker has the sole discretion to limit the number of MT/MF/SLB Eligible Securities for which it may wish to facilitate the Account Holder(s), and the Account Holder(s) can only ask for facilitation of those MT/MF/SLB Eligible Securities from the Broker which the Broker has short-listed. Any change to the MT/MF/SLB Eligible Securities shall be effected immediately by the Broker except where the MT/MF/SLB Securities' contract already executed require otherwise.
- f) In case of any corporate action such as a dividend/bonus declaration or a rights announcement by a MT/MF/SLB Eligible Security which has been financed by the MT/MF Financier, such right shall remain vested with the Account Holder(s) and the MT/MF Financier shall not benefit from such actions in spite of the Securities being in its custody.
- g) If there is any loss in the Account Holder(s)' Account due to Mark-to-Market (MTM) of the MT/MF/SLB Contract, such losses shall be settled by the Account Holder(s) within one business day.



Do you hold a U.S. Permanent Resident Card (Green Card)	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___
Do you hold multiple nationalities	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___
(If YES, please specify)	_____	_____	_____	_____
Are you a resident of any country other than Pakistan	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___
(If YES, please specify)	_____	_____	_____	_____
Do you have any tax obligation in a country other than Pakistan	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___
(Note: If "YES" then please specify the list of countries along with its respective tax number, social security number, or local equivalent.)	_____	_____	_____	_____
	_____	_____	_____	_____
	_____	_____	_____	_____
	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___	YES ___ NO ___

Are you a U.S. Owned Entity/any other country (Please specify)

- h) The Broker is hereby authorized by the Account Holder(s) to mortgage, pledge or hypothecate the Securities deposited or bought on behalf of the Account Holder(s) by the Broker to the related financial institution for a sum not exceeding the outstanding balance in the margin account, to the extent that the same is permissible under the applicable Laws, Rules and Regulations.
  - i) The Account Holder(s) unconditionally agree(s) that his/her/their Securities may be sold by the margin financier, in case of any default or margin call not being addressed as per the requirements of Rules & Regulations as applicable from time to time, in the course of financing.
  - j) Notwithstanding the conditions of Clauses 2 and 6 of the Special Terms and Conditions, in the event of default, failure, refusal or inability on part of the Account Holder(s) to repay the finance or any outstanding mark-up thereon, the Broker shall have the right to square up and liquidate the position of the Account Holder(s) and sell all the Securities held on account of the Account Holder(s) upon one business days' notice to the Account Holder(s). The net sale proceeds so realized after deduction of brokerage, costs, taxes, duties, etc. shall be applied towards adjustment of the outstandings owed by the Account Holder(s) to the Broker. In case of any shortfall, the Account Holder(s) shall be liable to pay the same to the Broker with late payment charges.
  - k) It is hereby distinctly understood that the grant of this MT/MF Facility by the Broker to the Account Holder(s) is subject to the provisions of the Securities Leveraged Markets and Pledging Rules, 2011 with such variations and modifications as may be made from time to time. The Account Holder(s) has/have read, understood and agreed to abide by the provisions of the said Rules, as well as other applicable Rules and Regulations. Further, all applicable Procedures, prescribed Documents, Policies, Notifications, Rules, Regulations, etc. issued or made by the Stock Exchange/NCCPL/Commission in respect of Margin Financing/Margin Trading/Securities Lending & Borrowing shall become applicable and binding on the Account Holder(s) and the Broker. If any fine is imposed or other adverse action is taken by the Commission or the Stock Exchange or NCCPL against the Broker due to non-compliance of any of the provisions of the said Rules and/or any direction of the Commission or the Stock Exchange or NCCPL by the Account Holder(s), the Account Holder(s) shall be liable to pay the same to the Broker and indemnify and keep indemnified the Broker against all losses, costs, expenses, demands, proceedings and compensate the Broker in all respect to the full extent.
  - l) The Broker hereby discloses, and the Account Holder(s) acknowledge(s) that the transaction and activity of Margin Trading/Margin Financing/Securities Lending & Borrowing has its inherent risks, and consequently, the Account Holder(s) by entering into this Agreement accepts such risks. Such risks include, but are not limited to, default risk, economic risk, market risk, regulatory risk, interest rate risk, priority rights of other creditors in case of liquidation, and other force majeure events like terrorism, acts of God, civil commotion, failure of communication and I.T. related systems downtime or other glitches, etc.
  - m) The Account Holder(s) represent(s) that the funds being provided by him/her/them is/are his/her/their own funds and not obtained or borrowed from any other person.
22. Trading in Future Contracts: Trading in Future Contracts will be subject to the Rules and Regulations governing Future Contracts of the Exchange, including any Notices, Instructions, Circulars, and decisions of the Governing Board of the Exchange.
23. Custodial Services: For Custodial Services, the following Additional Terms and Conditions are applicable:
- a) The charges for custodial services will be intimated to the Account Holder by the Broker.
  - b) If the Broker has been appointed as a Custodian, the Securities purchased for the Account Holder(s) will be retained by the Broker on account of the Account Holder(s).
  - c) If the Securities sold are lying with the Broker as Custodian for the Account Holder(s), the Broker shall deliver the Securities as per the Rules & Regulations on account of the Account Holder(s).
24. Termination/Suspension: The Contract may be terminated by either party at any time by prior written notice of thirty days to the other subject to fulfillment of various legal and regulatory requirements including but not restricted to those required by the PSX, SECP, SBP, FBR, NCCPL, CDC, the Anti-Money Laundering Unit and other such related authorities and agencies. The Broker reserves the right to suspend/limit the trading activity of the Account Holder(s) for any reason whatsoever. However, before taking any action in this regard the Broker shall inform the Account Holder(s) the reason(s) in writing at least 5 working days prior to such action.
25. Risk Disclosure: The Risk Disclosure Statement annexed to this Account Opening Form shall form an integral part of these Terms and Conditions.

The above Additional Terms and Conditions are supplemental to the Special Terms and Conditions and not in derogation thereof. In case of any conflict between any of these Additional Terms and Conditions and the Special Terms and Conditions, the Special Terms and Conditions will prevail.

I/We hereby confirm the information provided above is true, accurate and complete.

I/We hereby provide my/our consent to A.I. Securities (Private) Limited or any of its affiliates including branches (collectively "the Company") to disclose and furnish and share information pertaining to my/our account(s) to domestic or overseas regulators or tax authorities where necessary to establish our tax liability in any jurisdiction.

I/We also authorize the Company to deduct withholding tax from my/our account when required to do so by domestic or overseas regulators or tax authorities or pay out, from my/our account(s) such amounts as may be required according to applicable laws, regulations, agreements with regulators or authorities and directives.

I/We shall indemnify and hold the Company harmless against any claim, damages, costs, expenses and other direct and/or indirect consequence of the Company disclosing, furnishing and sharing any information pertaining to my/our account(s) with any domestic or overseas regulators or tax authorities.

I/We agree and undertake to notify the Company within thirty (30) calendar days if there is a change in any information which I/We have provided to the Company. Further to this consent form, I/we agree to complete, sign and provide additional forms as may be prescribed from time to time and required to be furnished to the Company, in relation to the consent for disclosure given herein.

\_\_\_\_\_  
Sign of Main Applicant

Date: \_\_\_\_\_

Date \_\_\_\_\_

The Head of Operations  
A.I. Securities (Private) Limited  
Room # 517, 5th Floor, Stock Exchange Building,  
Stock Exchange Road, Karachi-74000 Pakistan.  
Ph: 021-32429278-82 (5 Lines)  
WhatsApp: # 03035201790  
E-Mail: 2429282@gmail.com

## **PROFIT SHARING AGREEMENT**

Dear Sir,

I/We, \_\_\_\_\_, maintaining a Trading Account No \_\_\_\_\_ with A.I. Securities (Private) Limited maintained at \_\_\_\_\_ branch hereby provide our consent as follows:

<input type="checkbox"/>	<p>I/we wish to avail the Profit Sharing arrangement and give my/our consent to my/our trading account crediting with the profit earned from my unutilized funds kept at DSL bank client account. I also explicitly express my consent to DSL to retain <b>2%</b> as its share of the profits earned.</p>
<input type="checkbox"/>	<p>I/we <b>DO NOT</b> wish to avail the Profit Sharing arrangement and <b>DO NOT</b> give my/our consent to my/our trading account crediting with the profit earned from my/our unutilized funds.</p>

*\* Please tick as appropriate*

<p>_____</p> <p><b>For A.I. Securities (Private) Limited</b></p>  <p><b>Witness 1:</b></p> <p>_____</p> <p>Name: _____</p> <p>CNIC No. _____</p>	<p>_____</p> <p><b>Customer Signature</b> <i>With Rubber Stamp in case of corporate entity</i></p>  <p><b>Witness 2:</b></p> <p>_____</p> <p>Name: _____</p> <p>CNIC No. _____</p>
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## A.I. Securities (Private) Limited

Addendum to Account Opening Form

(For Trading Account No. \_\_\_\_\_ )

For Margin Financing (MF), the following conditions shall be applicable for positions taken after September, 2018.

a) MF shall be governed by the Securities (Leveraged Market and Pledging) Rules, 2011 and any amendments and thereto or substitutions thereof or any other legal or regulatory requirements as applicable from time to time. The account holder(s) undertake(s) to execute the TREC Holder’s standardized documents for such transactions, including those prescribed by SECP, PSX, NCCPL, etc.

b) MF contracts shall be for tenure mutually agreed / communicated.

c) The minimum equity participation amount that the TREC Holder shall accept for each MF contract shall not be lower than the limit prescribed by the NCCPL Regulations as amended and or modified from time to time. However, the TREC Holder at its discretion can request for higher equity participation than what is prescribed in the Regulations.

d) In respect of MF transactions, the account holder(s) shall pay to the TREC Holder mark-up on financing at the rate in light of section 7B.8 of NCCPL Regulations. The TREC Holder shall have the right to debit account holder(s) account for the mark-up and the account holder(s) undertake(s) to pay the mark-up immediately upon demand from the TREC Holder without raising any issue.

e) In respect of MF transactions, the account holder(s) shall pay commission to the TREC Holder as agreed between client and TREC Holder.

The TREC Holder shall have the right to debit account holder(s) trading account for the commission and the account holder(s) undertake(s) to pay the commission immediately upon demand from the TREC Holder without raising any issue.

f) The purchase of the securities shall be carried out by the account holder(s) only in respect of MF eligible securities as decided and informed by the TREC Holder from time to time. The account holder(s) accept(s) and acknowledge(s) that the TREC Holder has the sole discretion to limit the number of MF eligible securities for which it may wish to facilitate the account holder(s), and the account holder(s) can only ask for facilitation of those MF eligible securities from the TREC Holder which the TREC Holder has decided. Any change in the MF eligible securities shall be affected immediately by the TREC Holder except where the MF securities contract is already executed require otherwise.

g) In case of any corporate action such as dividend declaration or a rights announcement by a MF eligible security which has been financed by the TREC Holder, the rights shall remain vested with the account holder(s) and the TREC Holder shall not benefit from such actions in spite of the securities being in its custody.

h) If there is any loss in the account holder(s)' account due to mark-to-market (MTM) of the MF contract such losses shall be settled by the account holder(s) within one business day.

i) The account holder(s) unconditionally agree(s) that his/her/its/their securities may be sold by the margin financier, in case of any default or margin call not being addressed as per the requirements of rules and regulations as applicable from time to time, in the course of financing.

j) The account holder(s) is not entitled to an extension of time on a margin call.

k) -Notwithstanding the conditions of clauses 2 and 6 of the special terms and conditions, in the event of default, failure, refusal or inability on part of the account holder(s) to repay the finance or any outstanding mark-up thereon, the TREC Holder shall have the right to square-up and liquidate the position of the account holder(s) and sell all the securities held on account of the account holder(s) upon one business days' notice to the account holder(s). The net sale proceeds so realized after deduction of TREC Holder brokerage, costs, taxes, duties, etc. shall be applied towards adjustment of the outstanding owed by the account holder(s) to the TREC Holder.

l) In case of any shortfall, the account holder(s) shall be liable to pay the same to the TREC Holder.

m) It is hereby distinctly understood that the grant of the MF facility by the TREC Holder to the account holder(s) is subject to the provisions of the securities (Leveraged Markets and Pledging) Rules 2011 with such variations and modifications as may be made from time to time, the account holder(s) has/have read, understood and agreed to abide by the provisions of the said rules as well as other applicable rules and regulations. Further, all applicable procedures, prescribed documents, policies, notifications, rules, regulations, etc. issued or made by the Stock Exchange / NCCPL / Commission in respect of Margin Financing shall become applicable and binding on the account holder(s) and the TREC Holder. If any fine is imposed or other adverse action is taken by the Commission or the Stock Exchange or NCCPL against the TREC Holder due to non-compliance by the account holder(s) of any of the provision(s) of the said rules and/or any direction of the Commission or the Stock Exchange or NCCPL, the account holder(s) shall be liable to pay the same to the TREC Holder and indemnify and keep indemnified the TREC Holder against all losses, costs, expenses, demands, proceedings and shall compensate the TREC Holder in all respect to the full extent.

n) The TREC Holder hereby discloses, and the account holder(s) acknowledge(s) that the transaction and activity of MF has its inherent risks, and consequently, the account holder(s) by entering into this agreement accepts such risks. Such risks include but are not limited to, default risk, economic risk, market risk, regulatory risk, interest rate risk, priority rights of other creditors in case of liquidation, and other force majeure events like terrorism, acts of God, civil commotion, failure of communication and IT related systems downtime or other glitches, etc.

o) The TREC Holder reserves the right not to extend / renew MFS facility at its sole discretion which shall not be questioned or challenged by the account holder(s).

I/we agree to the above terms and conditions and sign in acceptance.

\_\_\_\_\_  
For and on behalf of broker

\_\_\_\_\_  
Sign of applicant

**Witnesses**

Name:

Name:

CNIC:

CNIC:

\_\_\_\_\_  
Witness 1 Signature

\_\_\_\_\_  
Witness 2 Signature