

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 suitor 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 TRE holder or NCCPL through whom the Broker may have purchased the Securities or refusal to accept delivery against any sale contract by any TRE 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 effected 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 requirements 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 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.
- 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.