

# CRF for Customers of "Trading and Self Clearing Securities Broker" and "Trading and Clearing Securities Broker"

Place Logo Here!

4. Permanent Address:

[The address should be of the Main Applicant]

# Name of Entity (Participant/ TRE Certificate Holder)

[Registered Address]

# CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS

# (Please Also Fill KYC APPLICATION FORM for Main and Joint Applicants)

For official use of the Participant/TRE						
Certificate Holder only						
Application Form No.						
TRE Certificate No.						
Securities Broker						
Registration No.						
CDS Participant ID						
Sub-Account No.						
Trading Account No.						
(Back-office ID)						
(if applicable)						
Investor Account No.						

	Nature of Account	Single		Joint		1												
	(Please use BLOCK LETTERS to fill the form)																	
	I/We hereby apply for opening of my/our following account [please tick (✓) only one relevant box] with [insert name of the Participant/TRE Certificate Holder]:																	
	1. Trading & Sub-Account [Opening of Account with Securities Broker for trading, custody and settlement]																	
	2. Investor Account with CDC 3. Sub-Account with Participant																	
	4. Trading Account [Opening of Account with a Securities Broker for trading purpose only]																	
	Note: In case	applicant c	hoose	s option	# 4 ab	ove, th	nen he/	she sha	all choos	se any	of the	followi	ing:					
		Subscribe	to Dir	ect Settl	emen	t Servi	ices (D	SS) wi	th CDC									
		Subscribe	to Nat	ional Cu	ıstodi	al Ser	vices (	NCS) v	vith NC	CPL								
		Others (ple	ease s	pecify e	g. CC	M/ NB	CM) _											
A. RE	A. REGISTRATION (AND OTHER) DETAILS OF MAIN APPLICANT (The information should be same as provided in the KYC Application Form)																	
1. Ful	1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS. UKN No.																	
2. CNI	C SNIC N	IICOP 🗌																
ARC	POC Pas	ssport No.																
[Pleas	— <u> </u>	•																
	ails of Contact Pe		e: Con	tact Pers	on sh	all not	be the	persor	other t	han th	e Mair	Appli	cant, a	ny one	of the	Joint A	pplicar	nts or
	Attorney. However, A																	
	Applicant or any of t																ct Pers	on as
	led in the KYC Appli entact Person: Main			oint Appl					ttorney, dicant N					<i>a) to (i)</i> ∶No. 3		<u>/</u> ttornev	$\overline{}$	
` ,	torney Name: MR. /	• • • • • • • • • • • • • • • • • • • •		опт Аррі	icant i	<b>1</b> 0. i [		пи Арр	meant 14	0. Z L		ли др	piicarii	140. 0		шоттоу	<u> </u>	
	ailing Address:	IVING. / IVIG.																
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	ssport details:	DIVIO/IVICOI	IAINO	Passp			,	IVI	IVI			e of Iss		<u> </u>	LIIC	iiiie. L		
	foreigner)			Date of								of Exp						
(g) Co	ntact No:																	
•	Land Line No.: (optional)     (h) Email:(*)																	
	Local Mobile No.:(*)  **Where the Contest Person is resident, lead mobile number shall be provided for the number of subscription to SNS on a mondatory requirement.																	
*Whe	*Where the Contact Person is resident, local mobile number shall be provided for the purpose of subscription to SMS as a mandatory requirement. Where the Contact Person is a non-resident, email address shall be provided for eAlert/ eStatement from CDC as a mandatory requirement. In																	
case	case the Contact Person is an Attorney, the Attorney shall receive such services. This information will also be used where any other service is																	
	subscribed under the CDC access.																	

Please use the details as provide in the KYC Application Form and enter the same in the CDS



B. REGISTRATION (AND OTHER) Application Form. Complete detai		hall be fe	etched fro	om th	e Cen				e same as	provid	led in	the KYC
1 Full name of Applicant (As per (	CNIC/SNIC/NICOD/A		APPLICA Passport			S / N	18				UKN	No
	1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS. UKN No. 2. CNIC SNIC NICOP											
ARC POC Passport No:	<u> </u>											
[Please tick ( v) appropriate box]	_											
[Fredse tiek (*) appropriate box]		IOINT /	APPLICA	NIT NI	2 2							
1. Full name of Applicant (As per	CNIC/SNIC/NICOP/A					S. / N	/IS.				UKN	No.
2. CNIC SNIC NICOP												
ARC POC Passport No:	$\sqcap$ $\mid$ $\mid$											
[Please tick ( \( \sigma \)) appropriate box]												
		JOINT A	APPLICA	NT NO	D. 3		<u> </u>					
1. Full name of Applicant (As per	CNIC/SNIC/NICOP/A	RC/POC/	Passport	) MR.	/MR	S. / N	/IS.			UKN N	lo.	
2. CNIC SNIC NICOP												
ARC POC Passport No:												
[Please tick ( ) appropriate box]												
C. OTHER ACCOUNT LEVEL INFO		- f th - NA-1	. A l'				11 100/	O. A l'	Car Fanna	L - II L		
	account information of lent Status of the Mai										usea.	
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Non-resident Pakistani										一		
			<u> </u>		<u> </u>	╣				$\vdash$		
Foreigner/ Pakistani Origin												
			I.				PI	ease tick	(□) the app	ropriate	box	
4. Zakat Status:  [If, according to the Figh of the Applicant(s), Zakat is not deductible, then relevant    Muslim Zakat deductible   Muslim Zakat deductible												
Declaration on prescribed format shall be submitted by all the Applicant(s) with the												
concerned Participant/TREC Holder/Investor Accountholder]. Non-Muslims shall Muslim Zakat non-deductible												
submit an affidavit.							Not Ap	plicable				
5. Particulars of nominee	(a) Name of Nomir	nee:										
(Optional but if desired,	de la participation de la constant d									Mothe	er	
nomination should only be made in case of sole individual and not									Con			
joint account)	[Please tick (✓) app	ropriate k	oox]		ш	DIC	Julei		Sister		Son	
						Da	ughter					
[Nomination may be made in terms of requirements of Section 79 of the	(c) CNIC SNIC	□ NICO	РΠ			ı						
Companies Act, 2017, which inter	ARC POC No:		· Ш									
alia requires that person nominated	[Please tick (🗸) app	_	hox1									
as aforesaid shall not be a person other than the following relatives of	(d) Expiry date of C		-	) / A D	C / DC	20.						
the Investor Accountholder/Sub-			C/ NICOF	/ AR			t Numbe	or.				
Account Holder, namely: a spouse,	(e) Passport details		- D-1:				Issue:	<i>7</i> 1.				
father, mother, brother, sister and	(In case of a for origin)	eigner or	a Pakista	nı			lssue:					
son or daughter.]	9 /	under C	DC 22222	0 11/0			Expiry:	haldara/li	avector Acc	au nath ala	doro oc	n hava
D. CDC access: CDC provides <u>FRE</u> real time access to their account relationships.		under Ci	DC acces	5 WITE	перу с	Sub-a	account	noiders/ii	IVESIOI ACC	ountrioid	Jeis Ca	annave
1. Do you wish to subscribe to f	ree of cost IVR/Web	Service	?						Yes		7 7	No
[Please tick ( ) the appropriate	_		da 6-11	! <i>!</i>	-4 <i>-</i> !!	-/-		45515				140
2. If you are subscribing to IVR and (a) Date of Birth	d Web Service, plea	se provid	M M	ing de M	etalis	or yo	our Con	tact Pers	son: Y Y		Υ	
(b) Mother's Maiden Name:											_	
E. AUTHORIZATION UNDER SEC									ENT OF U	NDERL'	YING 1	TRADES,
PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)												
I/we the undersigned, hereby give my/our 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/us and entered in my/our Sub-Account maintained with the Participant for securities												
transactions that are exclusively meant for the following purposes:												
a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;												
b. For pledge securities transactions with the Clearing House relating to any of my/our underlying market transactions (trades) to be settled through the Clearing House from time to time;												
c. For the recovery of payment against any underlying market purchase transactions made by me/us from time to time;												
d. Movement by me/us from time to time of my/our Book-entry Securities from my/our Sub-Account under the Main Account under the control of the Participant to my/our Sub-Account under the control of the Participant to my/our Sub-Account under												
of the Participant to my/our Sub-Account under another Main Account under the control of the Participant or to my/our Sub-Account under any Main Account which is under the control of another Participant or to my/our Investor Account;												
e. Securities transactions which has been made by way of a gift of Securities by me/us to my/our Family Members or other persons in accordance												
with the CDC Regulations from		v or all -f	the elem	- +===	0004:-	no cc	orrical	t by	10 or or ".!-	00.00:=!!	od: c=	d/or
<ul> <li>f. For the recovery of any charges or losses against any or all of the above transactions carried out by me/ us or services availed; and/or</li> <li>g. Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time.</li> </ul>												



Specific authority on for all other purposes										for h	nandli	ng of	Book-e	ntry Se	ecuritie	es bene	ficially	owne	d by n	ne/us	
<b>Note:</b> 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(s) and entered in his/her/their 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(s) 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.																					
F. OPERATING INS													, \								
1. Signatory(ies)							T	Na	ımes	s ot	Sign	atory	ies)			Specimen Signatures					
Participant/TRE operations of						(a)															
Account / Tradi			,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	, .		(b)															
(Please specify I						. ,	<u> </u>														
trading account						(c)															
relevant column signatures of aut				a specin	nen	(d)															
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2. Investor Acc	count/	Sub-Acco	unt	Operat	ing	Ш		0, (		or	Survi	vor)				Attori	ney				
Instructions in v								lointly [a		·:	41		4								
[Please (✓) appr	opriate	e poxj							ase mention the relevant numbers e signatories)												
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3. Trading Accoun	nt Ope	rating Ins	tructio	ns:			_	lointly [a	nv/l						ш	7111011	icy				
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G. SIGNATURES																					
Name of Applicant:											ate: ace:			Signa	ature:						
N. (1:(A P											ate:			0:							
Name of Joint Applic	cant N	0 1:								Pla	ace:			Signa	ature:						
Name of Joint Applicant No 2:							Date: S					Signature:									
Name of Joint Applicant No 3:  Date: Place: Signature:																					
I/we hereby agree to																					
as amended from time to time and shall abide by the same in respect of open Name of Participant/TREC Holder:						ning,	, ma	inten	ance a	and ope	ration			tor Ac	count/S	Sub-A	count.				
Participant's/TREC				ature:											Date:	<u> </u>					
Witnesses:	, 1101a	<u></u>	a o.g																		
1. Name:																					
Signature:			CNIC	No:							-								-		
2. Name:			ONIIO	NI					1			1	1	1	1		1			_	
Signature:			CNIC	NO:								<u> </u>									
Enclosures*:  1. Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Applicants / Joint Applicants / nominee(s) and Attorney (as the case may be).  2. Copy of Power of Attorney (if applicable), duly attested by notary public (suggested format as annexure).  3. Copy of Zakat Declaration of the Applicant and the Joint Applicant (if applicable). In case of Non-Muslim, an affidavit shall be submitted.  4. Terms and Conditions of relevant service provider, as applicable.  5. Specimen Signature Card (for Investor Accountholder(s) only).  6. Juvenile Card / Form-B/ Child Registration Certificate (CRC) of the minor (if applicable).  * Note: Non-resident/ foreigners shall submit the documents duly attested by either notary public or Consul General of Pakistan having jurisdiction over the Applicant(s). However, in case of non-resident/ foreigner belonging to the country or state which has acceded to the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents (Apostille Convention), the non-resident/ foreigner may opt to submit the requisite documents with the Apostille issued by the Competent Authority under the Apostille Convention.																					
H. FOR THE USE O						NLT															
Application:		Approved			Reject	ted		Signa	ture	: (Aı	uthori	zed si	gnatory	/)/Stan	np	Date:					
Investor Account/Su															1						
Investor Account/Su	ıb-Acc	ount /Trac	ding A	ccount	open	ed by	<u>:                                    </u>	<u> </u>													
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Signature: Remarks: (if any)		D	Date:					Signa	iture						Date	-					
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Application No:									Da	te o	of rece	eipt:									
I/We hereby confirm			ge the r	eceipt o	of duly	/ filled	and	l signed										licant:			
[Insert Name of Applicant(s)]						Pa	rtici	ipant	's / TF	REC Ho	lder S	eal &	Signat	ure:							
1.																					
2. 3.																					
4.																					



### **TERMS AND CONDITIONS**

Please read and understand the Terms and Conditions, attached herewith as **Annexure A**, before signing and executing this form.

## **DECLARATION & UNDERTAKING**

I/We, the undersigned Applicant(s), hereby declare/undertake that:

- a) I/We am/are not minor(s):
- b) I/We am/are of sound mind;
- I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment to any financial institution and that I/We have not compounded with my/our creditors;
- d) I/We am/are not an undischarged insolvent;
- e) I/We confirm and acknowledge that I/We have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Securities Broker/Participant, as an annexure to this Form at the time of signing of this Form and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the attached Terms and Conditions and any other Terms and Conditions provided to me/us and placed on the website of the Securities Broker/Participant, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the attached Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account / Trading Account, as the case may be;
- f) I/ We hereby confirm that the Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and operations of Trading Account, Sub-Account which shall be binding on the Sub-Account Holder as well as the Securities Broker/Participant and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- g) The information furnished in this form is complete, valid, true and correct to the best of my/our knowledge and I/We shall inform the Securities Broker/Participant immediately in writing of any change therein;
- h) In case any of the above information is found to be false or misleading or suspension of any material fact, will render my/our Sub-Account/Trading Account, as the case may be, liable for termination and I/We shall be subject to further action under the law;
- i) All the documents filed/submitted by me/us 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;
- ia) I/We, being the Applicant(s), hereby authorize that all the information furnished by me/ us in the form shall be shared with Centralized Gateway Portal pursuant to requirements prescribed by the Securities & Exchange Commission of Pakistan;
- j) I/We agree that I/we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by Securities Broker/Participant and placement of trading order shall mean that I/we have affirmed/consented with the Terms and Conditions; and
- k) I/We hereby now apply for opening, maintaining and operating Sub-Account/Trading Account, as the case may be, with the Securities Broker/Participant.

I, the undersigned as Securities Broker/Participant, hereby declare/undertake/confirm that:

- I have provided in full the Terms and Conditions attached as an Annexure to this Form to the Customer/Sub-Account Holder at the time of filing of this Form and I hereby further confirm that provided Terms and Conditions are available on our website and update the same immediately upon occurrence of any change in Terms and Conditions. I further confirm that trading account/Sub-Account of customer/Sub-Account Holder shall be activated/opened only upon affirmation of the Terms and Conditions by the customer/Sub-Account Holder; and
- m) I have no doubt or concern that the Terms and Conditions shared with Customer/Sub-Account Holder by us are not updated and has any difference when compared with the specified Terms and Conditions and the attached Terms and Conditions also form part of this Form.

# **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 /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 <a href="https://www.cdcaccess.com.pk">www.cdcaccess.com.pk</a> which shall be deemed to have been read and agreed to by the Users before signing this form.

Main Applicant	Joint Applicant 1	Joint Applicant 2	Joint Applicant 3	Participant/TREC Holder

# Annexure-A

# 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

- 1. All Trades, Transactions, including non-Exchange Transactions, Derivative Contracts and deals (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 KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.
- The Securities Broker/Participant shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. The Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
- In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several
- 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.
- Subject to applicable laws, the Securities Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose the same to any third party. However, in case the SECP, PSX, CDC or any competent authority under the law, as the case may be, requires any such information, the Securities Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
- 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). In case of any change in the Participant's/Securities Broker's address or contact numbers or any other related information, the Securities Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
- 10. 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. Such change(s) shall be immediately communicated by the Securities Broker/Participant to the Sub-Account Holder(s)/Customer(s).

  11. 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.

  12. 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
- 14. The Participant/Securities Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder

# 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:

- 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.

  The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
- 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 (E) 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.
- Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in his/her Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.

  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
- 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 3 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. 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.



- 8. 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.
- 9. 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.
- 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 the 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 inperson 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 thirty (30) 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.



Place Logo Here!

# Name of Entity (Participant/ TRE Certificate Holder)

[Registered Address]

# **CUSTOMER RELATIONSHIP FORM** FOR COMPANY AND OTHER BODY **CORPORATE**

For official use of the Participant/TRE Certificate Holder only					
Application Form No.					
TRE Certificate No.					
Securities Broker					
Registration No.					
CDS Participant ID					
Sub-Account No.					
Trading Account No.					
(Back-office ID)					
(if applicable)					
Investor Account No.					

# (Please Also Fill KYC APPLICATION FORM)

(Please use E	BLOCK LETTER	S to fill	the form	))				
I/We hereby apply for opening of my/our following account [please tick (✓) only one relevant box] with [insert name of the Participant/TRE Certificate Holder]:								
1. Trading & Sub-Account [Opening of Account with Securities Broker for trading, custody and settlement]								
2. Investor Account with CDC 3. Su	b-Account with	Particip	oant					
4. Trading Account [Opening of Account with a	a Securities Broke	er for tra	ading pur	oose only]				
Note: In case applicant chooses option # 4 abo	ve, then he/she s	shall cho	oose any	of the follow	ing:			
Subscribe to Direct Settlement	Services (DSS)	with CE	С					
Subscribe to National Custodia	I Services (NCS	) with N	ICCPL					
Others (please specify e.g. CCM	// NBCM)							
A. REGISTRATION (AND OTHER) DETAILS OF APPLICA	NT (The information	on shou	ld be sam	e as provided	l in the K	/C Applicati	on Form)	
Full name of Applicant (As per constitutive documents)							l No.	
2. Registration Number / Unique Identification Number ("							-	
Email address of the Company/Body Corporate (Applicant) shall be provided in the KYC Application Form for eAlert/ eStatement from CDC as a mandatory requirement. This information will also be used where any other service is subscribed under the CDC access. Details of Contact Person as provided in the KYC Application Form shall be used for CDS.								
B. OTHER ACCOUNT LEVEL INFORMATION								
1. Bank Details: The bank account information as provided	in the KYC Applic	cation F	orm shall	be used.			_	
2. Residential Status / Basis of Remittance [Please tick (✓) the appropriate box]	Resident		Non-F	Resident	Rep	atriable	Non-Repatr	riable
Pakistani								1
Foreign Company / Body Corporate								
C. CDC ACCESS								
CDC provides <u>FREE OF COST</u> services under CDC access their account related information.	whereby Sub-ac	count h	nolders/In	vestor Acco	untholder	s can have	real time acc	ess to
1. Do you wish to subscribe to free of cost IVR/W	eb Service?		T	Y	es		No	
<ol> <li>[Please tick ( ) the appropriate box]</li> <li>If you are subscribing to IVR and Web Service, please</li> </ol>	provide following	ng deta	∟ ils of yoເ	∣ ur Contact F	Person:			
(a) Date of Birth D D /		М	/	YY	Υ	Υ		
(b) Mother's Maiden Name:  D. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND					LEMENT	OF UNDE	RLYING TRA	ADES,
I/we the undersigned, hereby give our express authority to th					of the Co	entral Deno	sitories Act 19	997 to
handle Book-entry Securities beneficially owned by me/us and								
that are exclusively meant for the following purposes:								
a. For the settlement of any underlying market transactions	s (trades) includir	ng off m	arket tran	sactions ma	de by me	e/us from tii	me to time;	
<ul> <li>For pledge securities transactions with the Clearing Houteholder the Clearing House from time to time;</li> </ul>	use relating to an	y of our	underlyir	ng market tra	nsaction	s (trades) t	o be settled th	rough
c. For the recovery of payment against any underlying mai	rket purchase trai	nsaction	ns made l	ov us from ti	ne to tim	e:		
d. Movement by us from time to time of our Book-entry	Securities from	our Sul	o-Accoun	t under the	Main Ac	count unde		
Participant to our Sub-Account under another Main Account under the control of the Participant or to our Sub-Account under any Main Account								
which is under the control of another Participant or to our Investor Account; e. For the recovery of any charges or losses against any or all of the above transactions carried out by us or services availed; and/or								
<ul> <li>e. For the recovery of any charges or losses against any or all of the above transactions carried out by us or services availed; and/or</li> <li>f. Delivery Transaction made by us for any other purposes as prescribed by the Commission from time to time.</li> </ul>								
Specific authority on each occasion shall be given by us to the other purposes as permitted under the applicable laws and re	ne Participant for egulations.	handlin	g of Book	entry Secu		eficially ow	ned by us for a	all



**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(s) and entered in their 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(s) 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.

E. OPERATING INSTRUCTIONS															
1. Signatory(ies) to give instruction to the			Nam	es of	Signa	tory(	ies)				Specin	nen Si	gnatur	es	
Participant/TREC Holder pertaining to the operations of the Investor Account / Sub-	(a)														
Account / Trading Account.	(b)														
(Please specify Investor account, sub- account and	(2)														
trading account operating instructions in the relevant	(c)														
column along with names and specimen signatures	(d)														
of authorised signatories)	(u)								$\overline{}$						
2. Investor Account/Sub-Account Operating		Sin	gly							Attorney					
Instructions in writing:			ntly [any			_									
[Please (✓) appropriate box]			ease me			evant	numk	pers							
	$\vdash$		he signa	itories	<u>s)                                      </u>				_						
O. Tandian Assessed On antima hastmadian		Sin	gly							Atto	orney				
<ol> <li>Trading Account Operating Instructions: [Please (✓) appropriate box]</li> </ol>		Joii	ntly [any	]		_									
[i lease (* ) appropriate box]			ease me			evant	numk	pers							
F. AUTHORIZED SIGNATORIES OF THE APPLICANT		OI t	he signa	itories	<u>s)                                      </u>	Date	e & Pl	3CO.							
1. AUTHORIZED GIGHATORIZE OF THE AFT EIGANT						Date	<i>,</i> <u>, , , , , , , , , , , , , , , , , , </u>	acc.							
	We hereby agree to admit the Applicant as the Investor Accountholder/Sub-Account Holder in terms of the enclosed Terms and Conditions as														
amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such Investor Account/Sub-Account.  Name of Participant/TREC Holder:  Date:															
Participant's/TREC Holder's Seal & Signature:				Date.	1										
Witnesses:															
1. Name:															
Signature: CNIC No:															
2. Name:											1			1	
Signature: CNIC No:					-								-		
Enclosures*:															
1. Certified copy of Board Resolution/Power of Attorney (specimen															
<ol> <li>Copies of valid Computerized National Identity Cards/NICOP/Pa</li> <li>Certified copies of Constitutive Documents of the Applicant (M</li> </ol>							Charte	r/Statute	e/Bvlav	ws/Rule	s & Re	gulation	s. Certif	icate of	
Incorporation, Certificate of commencement of business, Prospectu	us for Mo	odarab	a, relevai	nt licer	nces and	regis	tration	issued	by reg	ulatory	bodies e	etc.).	-,		
<ol> <li>Certified copy of NTN Certificate (If exempted, please provide sums. Certified copy of list of Directors/Trustees (if applicable).</li> </ol>	ıpporting	g docu	ments/Let	tter of	Underta	king,	where	the appl	icant c	pt not	to obtain	NTN).			
<ol> <li>Certified copy of list of Directors/ Prusitees (if applicable).</li> <li>Terms and Conditions of relevant service provider, as applicable</li> </ol>	<u>.</u>														
7. Specimen Signature Card (for Investor Accountholder(s) only)															
* Note: Non-resident/ foreigners shall submit the documents duly However, in case of non-resident/ foreigner belonging to the or															
Legalization for Foreign Public Documents (Apostille Conventi															
the Competent Authority under the Apostille Convention.	,,			J	•	•								,	
G. FOR THE USE OF PARTICIPANT/TREC HOLDER O	MII V														
Particulars of Customer Relationship Form verified by :	INLI														
Application: Approved Reject	ad		Cianatur	οι /Λ·	ıth o ri = 1	مامام	noton	1)/Ctow		Doto					
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Investor Account/Sub-Account no. issued:															
Investor Account/Sub-Account /Trading Account ope Saved by:	nea by		Posted b												
Signature: Date:	Signatur					1	Date	٠-							
Remarks: (if any)			- igi iatai	<u>J.</u>				l l	Dail	•					
- 1 - 2/															
	CKNO	WIF	DGEME	NT RI	ECFIP.	Т									
Application No:	.510				f receip										
I/We hereby confirm and acknowledge the receipt of duly	filled a	nd si					nip Fo	rm fron	n the	followi	ng App	licant:			
[Insert Name of Applicant(s)] Participant's / TREC Holder Seal & Signature:															



# **TERMS AND CONDITIONS**

Please read and understand the Terms and Conditions, attached herewith as **Annexure B**, before signing and executing this form

### **DECLARATION & UNDERTAKING**

We, the undersigned Applicants, hereby declare that:

- a) We are not in receivership, court-appointed managership or under winding-up or under any analogous form of administration;
- b) We are not applied to be adjudicated as an insolvent and that we have not suspended payment and that we have not compounded with our creditors:
- c) We are not an undischarged insolvent;
- d) None of our chief executive, directors or other officers have, at any time within 5 years before making this application, been convicted of an offence involving moral turpitude or a non-cognisable offence against any law in connection with our business, professional or commercial activities:
- e) We confirm and acknowledge that we have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Securities Broker/Participant, as an annexure to this Form at the time of signing of this Form and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and we hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the attached Terms and Conditions and any other Terms and Conditions provided to us and placed on the website of the Securities Broker/Participant, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the attached Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account /Trading Account, as the case may be;
- f) We hereby confirm that the Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and operations of Trading Account, Sub-Account which shall be binding on the Sub-Account Holder as well as the Securities Broker/Participant and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- g) We, being the Applicant, hereby further confirm that all the information contained in this form is true and correct to the best of our knowledge as on the date of making this application;
- h) We further agree that any false/misleading information by us or suspension of any material fact will render our Sub-Account/ Trading Account, as the case may be, liable for termination and further action under the law;
- i) We specifically declare and undertake that all the documents filed/submitted by us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives (or, where applicable, officers of the foreign company concerned) and are in accordance with the applicable law;
- j) We agree that we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by Securities Broker/Participant and placement of trading order shall mean that we have affirmed/consented with the Terms and Conditions; and
- k) We hereby now apply for opening, maintaining and operating Sub-Account/Trading Account, as the case may be, with the Securities Broker/Participant.

I, the undersigned as Securities Broker/Participant, hereby declare/ undertake/confirm that:

- I have provided in full the Terms and Conditions attached as an Annexure to this Form to the Customer/Sub-Account Holder at the time of filing of this Form and I hereby further confirm that provided Terms and Conditions are available on our website and update the same immediately upon occurrence of any change in Terms and Conditions. I further confirm that trading account/Sub-Account of customer/Sub-Account Holder shall be activated/opened only upon affirmation of the Terms and Conditions by the customer/Sub-Account Holder; and
- I have no doubt or concern that the Terms and Conditions shared with Customer/Sub-Account Holder by us are not updated and has any difference when compared with the specified Terms and Conditions and the attached Terms and Conditions also form part of this Form.

# 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 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 <a href="www.cdcaccess.com.pk">www.cdcaccess.com.pk</a> which shall be deemed to have been read and agreed to by the Users before signing this form.

J. 91 (4.4) 05.	
Authorized signatories of the Applicant	Participant/TREC Holder
<del></del>	



## Annexure-A BOARD RESOLUTION

	(name of entity) to ("broker") for opening an nip Form including Terms and Conditions as set out herein be executed							
FURTHER RESOLVED that Mr. /Ms and Mr either singly/jointly for and on behalf of (nar Form and Terms and Conditions and other documents in conne of (name of entity) in respect of company's applicat	. /Ms be and are hereby authorized and empowered, ne of entity) to sign and execute and deliver this Customer Relationship ction therewith, and to do any other act, deed or thing for and on behalf ion for opening an Account.							
FURTHER RESOLVED that Mr./Ms and Mr./Ms be and are hereby authorized and empowered, either singly/jointly to represent to the Securities Broker on all matters pertaining to the maintenance and operation of the Account, to deal, liase and correspond with broker and give instructions to fulfill all the responsibilities and obligations to Securities Broker under the Law, Rules and Regulations and the Terms and Conditions in relation to the Account from time to time, and to deal with other incidental and ancillary acts, things and deeds".								
Signatures of the Directors								
12	3							
45								
Date of Resolution:								
Annexure-B								
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**

- 1. All Trades, Transactions, including non-Exchange Transactions, Derivative Contracts and deals (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.
- 2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.
- 3. The Securities Broker/Participant shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. The Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
- 4. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
- 5. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
- 6. 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.
- 7. Subject to applicable laws, the Securities Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose the same to any third party. However, in case the SECP, PSX, CDC or any competent authority under the law, as the case may be, requires any such information, the Securities Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
- 8. 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.
- 9. 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). In case of any change in the Participant's/Securities Broker's address or contact numbers or any other related information, the Securities Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
- 10. 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. Such change(s) shall be immediately communicated by the Securities Broker/Participant to the Sub-Account Holder(s)/Customer(s).
- 11. 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 its Sub-Account.

- 12. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Securities Broker/TRE Certificate Holder" respectively.
- 13. 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.
- 14. The Participant/Securities Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

### 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:

- 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.
- The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
- 3. 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 (D) 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.
- 4. Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in its Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
- 5. 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 its 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.
- 6. 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 and 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 3 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.
- 7. 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 its 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.
- 8. 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.
- 9. 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 and the Customer shall have no objection to the same.
- 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 under intimation to such Customers and shall distribute such profit to the Customers out of total profit accrued on such funds as mutually agreed in writing between the Broker and Customer.
- 4. The Securities Broker shall be authorized to act on the instructions of the 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 its non- payment on settlement day against securities bought on its 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 thirty (30) 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.