

# HH MISBAH SECURITIES (PVT.) LTD.

# TREC HOLDER PAKISTAN STOCK EXCHANGE LTD.

# CUSTOMER AGREEMENT FORM & ACCOUNT OPENING FORM

TREC No.	037
SECP Registration No.	BRK-171
CDS Participant I.D.	05348
<i>UIN</i> #	Date:
Sub A/c. No.	Date:
Reff.	

### **HEAD OFFICE**

Room No. 96-97, 2nd Floor, Pakiatan Stock Exchange Building, Stock Exchange Road, Karachi-74000 Tel: 021-32429102-06, 021-32426936 & 38 E-mail: hh misbahsecurities@hotmail.com

## **BRANCH OFFICE**

Room No. 83, Old Stock Exchange Building, Stock Exchange Road, Karachi. Tel: 021-32401208, 32401223

Room # 501-502, New PSX Building, Karachi. Tel: 021-32426929-30

# 417 : 11 - 3 7 1 2 8 1

2\_ كى ابناك پروگزۇر اختيانىين كەردەل ئىنىڭ كېكىرى كىھىمى كوگردى ركاكرېچىك ھ

قرضهامل كرے ماكرىم ماييكارا ہے جھمعى اسلاك بروكرے ومول نييل كرتاتو دہ

جهان حصص منغرل فيبياز زي سنم سكتحت نه بهون وبإن تمام خريداريون كاقبقد ومولى 1 دن كاندر عامل كياجائ - اكرابناك بدكر كاطرف مصص کے کیں رکنے بیں ناکائی پوتو مصاملہ فوری طور پراسٹاک انجیجئے کے علم میں لایا

6 جهال التاك يردكر كادفتر التاك أيجفنى كامارت بابرائ شهرياك دومري شميريل واقع بوتوايين صورت ييل ايبا وفيز استاك بروكر كابا منابطها يجنه لأملازم بق قائم كركما بادراييا وفتر كور كے كااجازت نامرا طاك الجيجى سے عامل كياميا

(ت) مرمايكارول كوشوره دياجانا مجكر:

ا پئانتصان کا خطر ومول لیتا ہے۔

1- پورې رقم ادا کر محصص فريدين اوران كا تبغيرفوري طور پرښابطرکا كاروائي كيرهايق

عامل كريں۔ ماركيٹ ميں بإضابطه كاروبارے ہے كرويكر مروبطر يقد كار كے تحت

کائی سر بایدکاری پیمانتصان کاقطی احتال ہے۔

اگرىر مايىكارىتىر دەھەت كےاندراچى ذىمەدارى پورىنيىن كرتاتوا بىل پەدەكركواغتيار

عاصل ہے کردوائی حفاظت کے لئے اس کے صعبی مارکیٹ دیٹ پرفروخت یافرید

اكرمر ماييكار نے اشاك پروكن وساطت ہے وي ي كے ساتھ كوئي ويلى اكاؤنٹ

رکها بوایدتواس لوچا ہے کہ:

(١) كروه يتلمن كاتاريخ كيافورأبعدا شاك بروكر يصب اكاوتث ميل

حمص كانتقل يائتطق تحريري تقديق عامل كرب

(ب) وقافو قالے جمعی کی صورتحال معلوم کرتار ہے اوری ڈی کی ہے

تعديق بحاكرا تارم

(ج) الرباحة اجازت نددى جائة كراطاك دوكراب كصم كردى ركار

シュージ しょっか ノー

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ئىكورغىزابيۇ ايجھىنىمىش آف پاكىتان نے اكىڑمىوى كيا ہے كەسرىا يىكارى ھەستىماق فىعلوں يا ا ٹاک پروکرز کے ساتھ لین دین کرتے وقت احتیاط اور توجہ ہے کامنیمل لینے ۔اس فیرمخاط طريقة كارك دجه سے مویان زعات پيدا ہوتے ہيں جن کی دجہ ہے سر ماميكار غير مخوظ ہوتے ہيں اورهجايات بم لينيا بين - سرماييهادول كمعقادات كم تحفظ كيلئه مندرجه ذيل سفارشات شائعًا

(الف) براهرماس بائركتين بنائيسكر 2- اگراردُ دبذر يديلينون ديے جائيلتوان كائرين تعديق جلداد جلدا شاك بروكرے 1- خريد دفر وخت كتمام آرد زگريش جول اورانگار يكار ذركها جائے-

(一) いるられがしってょくなっ

3- فريدوفر وخت كاتم يرك تقعدين بهيشة جيااى دن عاصل كري-4- تمامادا يكل يصورت چيك/ پياروز/ فيماغروران وغيره ون چاپينج جواساك بروكر

> اپئائل بى رئماساك بركرك ياس متررومناخ يبدله كاروبار كافور مارکیٹ میں چیلی ہوئی افواہوں پرامتہار ندکر کی اور ہیشتہ بھے بوچھ کے ساتھ سرماییہ پری ندگرائیں۔ایی سرمایی دی کی کوئی چانون دیشیے نیں ہوتی اور مجتل سرمایی した。シング (Carry Over Transaction Regulations) وقت فريد وفروخت كمهور مدكينة جائحة إين جم كاكتزميش قريري طوري عامس كي جائے ادرادائي كے توشيئرز كي ذيوري عامس كي جائے۔ كاركى رقم خاكة يوسة كالمذى حدتك انديشرر بتا ب-البتر ٢٥٦ کاری کے فیطیاکریں۔ سر مامیکاری کی نوعیت اوران ہے وابسة خطرات کواچھی طرع تجھیلں۔ جہاں تکے ممکن ہوسر ماییکا متمام مالیاتی توشوار دں کا اچھی طرح

ا ئاك آئم ينجى كامارت كے باہرواقع دەتمام د فاتر جومتعلقة ابناك بروکرادر مطالعہ کریں۔ سر مامیکاری کرنے ہے پہلے ماہرانہ شورہ بھی حاصل کریں۔

5- تام دمولیاں بدرید چیک کے اروز کو بیما غروراف ومول کی جائیں جے مرف

جائزاور قانوني تصورنيس كجاتي-

یں بیٹنی بنائمیں کرایٹاک بروکر ہے دسید داتی طور پرحامس کی جائے کوئی دومری دسید

(المُعِيْفُ كُرُمِر) كمام بون ادران كارميدين عامل ك جائيس كوفي مجادا للجائق

اسل بروكر كمامازم ياس كما يجنف كمام ثين بوني مايد فياسيد فقداوا يمي كامورت

اسئاك المجيئي كي بإضابطه اجازت كبيته عوب مميح بون قانو ع تصص كاكارد بإر کرئے کے جازئیں۔ان دفاتر میں کی ٹئی سر بائے کاری کو چانو نی تحفظ ٹینس اوراس

ىرىلىيكارىكى كىئىفىرورى بىي كەدەچىلداز جىلدايغالكانى ئىف CDC شىمىگىسىكى خىرىكىيەنىسى

6 - اگرىرىمايىكاركى اىئاك بروكر كے ايجنٹ كے ماتھ لين دين كررېدىقوان معورت شي دو حصص کے دئی لین دین کابا قاعد وائد داج کیا جائے اوراس کاریکارڈ رکھا جائے۔ اسليشزي پردي جائين جم پراشاک پروکر کابا قاعده نام چھپا ہوا ہو۔ ائٹاک بروکرجاری کرے۔کوٹی ایجنٹ یاکوئی اومجھمی اوالیجی کامجازئیں۔ ا يجنٺ يا ملازم قانوني طور پرمجاز ہواورتمام رسيد يس/تصديق تا ہے/ڈليوريز ايمي

يم نقصان كالغريشر ې

مطلوبهم درک کریں ادر سر بایدگاری کے لئے الیے سوائع شائدے کریں جوآئی ىر مايىكارى كى تمامېزىمقامىدى رۇتى يىل موزون جون

-1760 مايكارئ يمن تحفظ ملحكا-



## HH MISBAH SECURITIES (PVT.) LTD.

## TREC HOLDER

#### PAKISTAN STOCK EXCHANGE LTD.

ROOM NO. 96-97, 2ND FLOOR PAKISTAN STOCK EXCHANGE BUILDING, KARACHI-74000

Broker Registration No. BRK-171
ACCOUNT OPENING FORM

NOTE 1: EACH AND EVERY COLUMN MUST BE FILLED IN

NOTE 2: EACH PAGE OF THIS FORM WILL BE DULY SIGNED BY THE ACCOUNT HOLDER(S) AND THE BROKER

NATURE OF ACCOUNT	
ACCOUNT:	
	D/ACCOUNT NO
ACCOUNT HOLDER	JOINT ACCOUNT HOLDER (1)
ACCOUNT TITLE/NAME:NAME:ADDRESS:	ACCOUNT TITLE/NAME:NAME:ADDRESS:
TEL: E-MAIL: FAX NO: PERMANENT / REGISTERED ADDRESS:	TEL: E-MAIL:  FAX NO:  PERMANENT / REGISTERED ADDRESS:
For Individuals only:  DATE OF BIRTH:	For Individuals only:  DATE OF BIRTH:  NATIONALITY:  STATUS:  RESIDENT  NO-RESIDENT  GENDER:  MALE:  FEMALE  FATHER'S / HUSBAND'S NAME:  C.N.I.C. NO.  (IN CASE OF NON RESIDENT PASSPORT NO.)  OCCUPATION
$ \begin{array}{cccc} \underline{\mathbf{x}} & \underline{\mathbf{y}} & \underline{\mathbf{y}} & \underline{\mathbf{y}} \\ \hline Main Applicant & Joint Applicant 1 & Joint Applicant 1 \end{array} $	$\frac{\checkmark}{\text{oplicant } 1} \qquad \frac{\checkmark}{\text{Signature of Broken}}$



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## PAKISTAN STOCK EXCHANGE LTD.

ROOM NO. 96-97, 2ND FLOOR, PAKISTAN STOCK EXCHANGE BUILDING, KARACHI-74000

> **BRK-171** Broker Registration No.

## **JOINT ACCOUNT HOLDER (2)**

## **JOINT ACCOUNT HOLDER (3)**

ACCOUNT TITLE/NAME:	ACCOUNT TITLE/NAME:
NAME:	NAME:
ADDRESS:	ADDRESS:
TEL:	TEL:
E-MAIL:	E-MAIL:
FAX NO:	FAX NO:
PERMANENT / REGISTERED ADDRESS:	PERMANENT / REGISTERED ADDRESS:
For Individuals only:	For Individuals only:
DATE OF BIRTH:	DATE OF BIRTH:
NATIONALITY:	NATIONALITY:
STATUS: RESIDENT NO-RESIDENT	STATUS: RESIDENT NO-RESIDENT
GENDER: MALE: FEMALE	GENDER: MALE: FEMALE
FATHER'S / HUSBAND'S NAME:	FATHER'S / HUSBAND'S NAME:
C.N.I.C. NO.	C.N.I.C. NO
(IN CASE OF NON RESIDENT PASSPORT NO.)	(IN CASE OF NON RESIDENT PASSPORT NO.)
OCCUPATION	OCCUPATION
<u>×</u> <u>√</u>	<b>√</b>
Main Applicant Joint Applicant 1 Joint Ap	plicant 1 Joint Applicant 1 Signature of Broker

## **Declaration of Solvency**

The Account Holder hereby declares that:

- a) It has not applied tobe adjudicated as an insolvent and that it has not suspended payment and that we have not compounded with our creditors;
- b) It is not un-discharged insolvent; and
- c) It has not been declared defaulter inrepayment of loan of a bank/financial institutions

## Names of Authorised Persons to Operate The Account

The account shall be operated by the following:

Names	Specimen Signati	<u>ure</u>	Singly/Jointly	
a)	*			_
b)	✓			
c)				
The authority of the person(s) aut the Account Holder.	thorized to operate the accou	int will be clearly spec	lled out in the letter o	of authorization from
MARGIN DEPOSIT				
The Account Holder(s) hereby und trades/exposure for the purpose o change in the above marign requirevised margin requirements.	rements for the already exe	ecuted trades at least	3 days prior to the in	mplementation of the
CLIENT BANK DETAILS: (O)		COUNT(S) WITH O	THER BROKER(S)	OPTIONAL)
NAME OF THE BANK		NAME OF THE BROKER(S)	MEMBER EXCHANGE	CLIENT ID / ACCOUNT
SAVINGS/CURRENT A/C. NO.		()	ar-authorized contraction to the contraction	
BRANCH ADDRESS				
NOMINATION:				
(In the event of death of the Acco	unt Holder, the nominee sha against losses/liabilities in th	all be entitled to receive account.)	ve securities/cash ava	ailable in the account
NAME OF NOMINEE:	RELATION : _		_ SURNAME:	
NIC NUMBER :				
DATE OF BIRTH	(DD/MM/YYYY	")		
POSTALE ADDRESS				
TEL:	E-MAIL:			
SPECIAL TERMS AND COND	ITIONS			
· ·		./		
Main Applicant Joint  Note: Signature on "x" is mandatory, and	** *	$\frac{\mathbf{v}}{\text{pplicant } l} \qquad \frac{\mathbf{v}}{\text{Jo}}$	int Applicant 1	Signature of Broker

#### SPECIAL TERMS AND CONDITIONS

The terms and conditions set herein below shall be equally binding on the Broker and the Account Holder(s).

- 1. All transactions between the parties shall be subject to the Articles, Rules and Regulations of the Exchange, revised policies, Board Directions and new regulations to be framed in pursuance of Section 34 of the Securities and Exchange Ordinance 1969. Moreover, all applicable provisions of the Securities and Exchange Ordinance 1969 read with the Securities and Exchange Commission of Pakistan Act 1997, Brokers and Agents Registration Rules 2001, Securities and Exchange Rules 1971 and all directions/directives passed from time to time to regulate the trade between the parties and to regulate Brokers conduct and the Central Depository Companies of Pakistan Act 1997, Rules framed there under and the National Clearing and Settlement System Regulations and any other law for the time being in force. The Broker shall ensure provision of copies of all the above Laws, Rules and Regulations at his office for access to the Account Holder(s) during working hours.
- 1(a). In case any dispute in connection with the trade or transaction between the Broker and the Account Holder is not settled amicably, either party may refer the same to arbitration in accordance with the provisions of General Regulations of the Exchange, which shall be binding on both the parties. The Account Holder hereby agrees that he would have no objection if his name and other relevant particulars are placed on Exchange's database accessible by TREC Holder of the Exchange if he fails or refuses to abide by or carryout any arbitration award passed against him in his dispute with the Broker.
- 2. The amount deposited as security margin by the Account Holder(s) with the Broker shall only be used for the purposes of dealings in securities, such as trading and/or settlement of deliveries of securities on behalf of Account Holder(s).

  The Broker shall not use such amounts for his own use.
- 2(a). The credit amount of the Account Holder(s) shall be kept by the broker in a separate bank account titled "Account Holder / Client Account" and shall not be used by the broker for his own business.
- 3.(1) The Broker shall be authorized to act on the verbal instructions of the Account Holder(s). The Broker shall provide a written confirmation of the executed transactions as required under rule 4(4) of the Securities and Exchange Rules, 1971, and 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 below.

Or;

3.(2). The Account Holder(s) shall give written instructions for the sale/purchase of securities to the Broker. The Account Holder(s) shall not give any verbal/oral instructions. The Broker shall provide a written confirmation of the executed transactions as required under rule 4 (4) of the Securities and Exchange Rules, 1971, and 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 below.

4.	The Broker shall provide the confirmation of the executed transactions to the (of Account Holder) at the above stated address by means of acceptable mode of communication or by hand so to acknowledgement receipt as noted in clause 16.	Name ubject
5.	In case there are any error(s) in the daily confirmation statement, the Account Holder(s) shall report the same and Broker within one-business day of the receipt of confirmation. In case the Account Holder(s) do not repond to one business day of the receipt of the said daily confirmation statement, the confirmation statement shall be deconclusively accepted by the Account Holder(s).	within
6.	In the event that the Account Holder(s) fail(s) to deposit additional cash or securities as margin within one but day of the margin call (in writing), the Broker shall have absolute discretion to and, without further notice to Ac Holder(s), liquidate the Account Holder(s) outstanding positions, including the securities purchased and carried in account, so that the margin is maintained at the required level.	count

 $m{x}$   $\sqrt{}$   $\sqrt{$ 

The Account Holder(s) opt. for

- 7(a). The Broker shall be responsible to ensure delivery of CDC eligible securities in the CDC account of the Account Holder(s) subject to full payment by the Account Holder(s). In case of companies which are not on the CDS, the Broker shall ensure delivery of physical shares along with verified transfer deeds against payments, to the Account Holder(s). Further, the Broker shall be responsible for the payment of any credit cash balance available in the account of the Account Holder preferably inform of A/c Payee cross cheque only within 1 business day of the request of the Account Holder(s) (subject to the maintenance of the marign requirements).
- 7(b). In the event of non-receipt of payment from the Account Holder on settlement day against securities bought on account of the Account Holder, the Broker may transfer such securities to his Collateral Account under intimation to the Exchange, after complying with the requirements as mentioned in the General Regulations of the Exchange.
- 8. The Broker shall accept from the Account Holder(s) payments through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other crossed banking instruments in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Broker through banks would be regarded as good as cheque. The Broker shall be responsible to provide the receipt to the Account Holder(s) in the name of the Account Holder(s) duly signed by authorized agents/employee of the Broker and the Account Holder(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Account Holder(s), specifically mentioning if payment is for margin or the purchase of securities. The 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 Broker to accept cash in excess of Rs. 25,000/-, the Broker shall immediately report within one business day such instances with rationale thereof to the Exchange in accordance with the mechanism prescribed by the Exchange.

The 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

- 9. The Broker shall make all the payments of Rs. 25,000/-and above, through crossed cheques / bank drafts / pay orders or any other crossed banking instruments 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 of five years.
- 10. The Account Holder(s) shall have a right to obtain a copy of his/her or their ledger statement under official seal and signature of the Broker or his authorized representative on a periodic basis. In case of any discrepency in the ledger statement, the Account Holder'(s) shall inform the Broker within 1 day of receipt of the ledger statement to remove such discrepancy.
- 12. For Joint Account Holders Only:
- 12.(1). We the Account Holder shall operate the account jointly or severally and the instructions issued either jointly or severally shall be binding on us as well as upon the Broker in respect of the joint titled account.

Or:

12. (2) Person for operating the joint account or issuing any instructions relating thereto.

Account Holder(s) opt. for\_\_\_\_\_\_ Signature : \_\_\_\_\_\_

 $f{x}$   $f{y}$   $f{y}$   $f{y}$   $f{y}$   $f{Main Applicant 1}$   $f{Joint Applicant 1}$   $f{Joint Applicant 1}$   $f{Joint Applicant 1}$   $f{Signature of Broker}$ 

- 13. The Broker shall be responsible to append a list of his authorized agents/traders and designated employees, who can deal with the Account Holder(s), with this account opening form and a copy of both the opening form and the list will be provided to the Account holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect.
- 14. The Broker shall debit the account of the Account Holder(s) for the commission charges or any other charges in connection with the brokerage services rendered, which shall be clearly detailed in the ledger statement/daily confirmations.
- 15. The Broker shall not disclose the information of the transactions of the Account Holders to any third party and shall maintain the confidentiality of this information. However, in case the Exchange or the Commission as the case may be requires any such information, the Broker shall be obliged to disclose the same for which the Account Holder(s) shall not raise any objection whatsoever.
- 16. In case a Broker converts his individual membership rights to corporate membership and vice versa the agreement and conditions laid down herein above shall remian effective unless otherwise agreed by the parties.
- 17. Acceptable mode of communication between the Account Holder(s) and the Broker shall be through letter (courier / registered post / fax / E-mail) or by hand subject to receipt / acknowledgment. The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the e-mail. Confirmation of orders to clients made through fax or e-mail will have a time record.
- 18. All orders received telephonically and placed on KATS shall be supported by recording on dedicated telephonic lines, preferably connected with a computerized taping system so as the orders could possibly be sorted on UIN basis and made user friendly.
- 19. In case of change of address or contact numbers of either party, the concerned party shall immediately notify the other party of the changes in writing.
- 20. I/We. the Account Holder(s) acknowledge receipt of this account opening form (signed here by me/us in duplicate) along with the copies of all the annexures and I/We, the Account Holder(s) also undertake that I/We have understood all the above terms and conditions of this agreement which are acceptable to me/us.
- 21. I/We, the Account Holder(s) understand that the shares trading business carries risk and subject to the due diligence on part of the broker I/We may incur losses for which I/We, the Account Holder(s) shall not hold the Broker responsible.
- 22. I/We, the Account Holder(s) further confirm that all information given in this application is true and complete and hereby authorize the Broker to verify and information mentioned above.
- 23. The Account Holder futher agree to make payments by "A/c Payee only" cheque and obtian receipt thereof in his/her/their name duly signed by authorized employee. The Account Holders understand that for any payment made other than the above agreements, the Account Holders shall not hold the Company responsible.
- 24. The Account Holder understand that company is not carrying on any money lending/borrowing business. The Account holder agree that he/she/them will not make any payment to the company for that purpose. The Account Holder further understand that Company has not authorized any employee/person/agnet to collect payment for money lending/borrowing purpose and if the Account holder make any payment for that purpose, he/she/them shall not hold the company responsible. Also Account holder agree that any receipt issued by any employee/person/agent on behalf of the company

against money lending/borrowing have no legal binding on the company.

- 25. The Account Holder hereby undertake that any physical shares/securities purchased through the company will be lodged for transfer by him/her/them within 7 business days. Account holder further understand that in case of any defect in title of these physical shares/securities, the rules of Pakistan Stock Exchange Ltd. will be binding upon both the parties.
- 26. The Account Holder undertake to identify any error/mistake/discrepancy/dispute regarding the transactions/ledger balance within one business day of receiving the trade confirmation/ledger statement. The Account holder agrees that such letters will be addressed to the Chief Executive and he/she/them will seek written acknowledgement of the receipt of the letter.
- 27. The company is authorized to revise the required margin for trading in shares at any time without any notice to the Account Holder(s). However any change in the required margin for already executed trades will be notified to the Account Holder(s) at least 3 days prior to the implemention.
- 28. The Company undertake to miantain ledger Account of the Account Holder(s) which Clearly details Commission/other charges. The Account Holder(s) will have the option to seek ledger Account with or without detailed Commission / other charges.
- 29. Revocation of the letter of Authority of the Authorized Representative shall only be recorded in writing by letter manually signed by 'The Account Holder and in case of a joint account, by both the joint Account Holders and delivered by hand or by courier service or registered post. All order executed and transactions effectuated up to the time of the receipt of the revocation letter by the Broker shall be binding upon the Account Holder(s).
- 30. In the event of delay in giving physical or CDC delivery in respect of sale transactions by the Account Holder for whatever reason, the Account Holder will be solely responsible for any losses in squaring up the transactions and charges levied by PSX of NCCPL to square up the transaction/s. The broker will debit all such amounts to the Account Holder Account without any prior notice to the Account Holder(s).

## 31. Special Terms and Conditions for Online Trading:

In case On-line trading facility is allowed to the Account Holder(s), the following additional terms and conditions will become applicable:-

- A. A Password or PIN will be issued to the Account Holder(s) by Broker as the Account Holder(s)' Personal identification Number or Code to enable the Account Holder(s) to have an access to and use this Account for On-line Trading. 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 Electronic/On-line Trading. It shall be the responsibility of the Account Holder(s) to review, upon receipt of e-mails, confirmation statements, notice margin and maintenance calls whether delivered by mail, e-mail or terminals at its own discretion. If the Password/PIN is disclosed to any third party the Account Holder(s) should 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/its Password, account number and Password/PIN. The Account Holder(s) shall immediately notify and change in his/her/its/their e-mail or other address as mentioned in the Application Form.
- C. All risk connected and involved with Electronic/On-line Trading will be assumed fully by the Account Holder(s). Neither the Broker, nor any directors or officers would be responsible or liable in any manner for any losses or damages

×	✓	$\checkmark$	✓	
Main Applicant	Joint Applicant 1	Joint Applicant 1	Joint Applicant 1	Signature of Broker
Note: Signature on "x" is n	nandatory, and " $\checkmark$ " for joint acc	count holder(s)		

- that may be suffered by the Account Holder(s), including 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(i) The Broker may at any time and from time to time require Additional Margin in the Account (in cash or Securities) before executing any Orders or undertaking any transactions through Electronic change mode. On-line Trading Facility on account of the Account Holder(s). 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.
- D(ii) In the event that the Account Holders do not fully meet a settlement obligation or any other obligations of this Agreement, the Broker may at its discretion take action including but not limited to: liquidating of Securities or money from any of the Account Holders' the Brokers Accounts in which the Account Holders may have a financial interest. The Account Holders will be responsible for commissions and all costs and losses arising from these actions. Any profits realized from covering short positions and/or liquidations will be retained by the Broker. For its cover or protection, the Broker may without notice, by Securities, liquidate part or all of the Account Holders' Account, decline additional orders or instructions regarding the Account, and place restrictions against the Account Holders' Account. As a result of executing any instructions on behalf of the AccountHolders, the Broker reserves the right to take any action, anytime before or after settlement date to reduce the Broker financial exposure.
- E. The Broker may at its discretion elect with or without 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.
- F. The Broker may assign a refrence number to the Account Holder to use the Electronic Trading facility. The Broker shall not be deemed to receive any order through Electronic Trading until a reference number is assigned. The Broker shall not be liable if the Account Holder fails to receive a reference number, or to receive an official confirmation of trade or any discrepancies in account balance or positions unless the same is immediately notified in writing to the Broker.
- G. The Broker may electronically transfer delivery of confirmation, statements and other notices in connection with Electronic Trading, It shall the responsibility of the Account Holder to review, upon receipt e-mails, confirmation statements, notices margin and maintenance calls whether delivered by mail, e-mail or electronic terminals at its own discretion. Any information, confirmation, statements and other notices, which may be transmitted to the Account Holder electronically, shall also be considered to be delivered as a hard copy version. If the PIN/Password is disclosed to any third party the Account Holder should immediately notify the same to the Broker. The Account holder will immediately notify the Broker of any loss, theft, or unauthorized use of his password, account number and PIN/Password. The Account Holder shall immediately notify any change in its e-mail or other address as mentioned in the Application Form.
- 32. The Broker may assign a reference number to the Account Holder to use the Electronic Trading facility. The Broker shall not be deemed to receive any order through Electronic Trading until a reference number is assigned. The Broker shall not be liable if the Account Holder fails to receive a reference number, or to receive an official confirmation of trade or any discrepancies in account balance or positions unless the same is immediately notified in writing to the Broker.
- 33. The charges for custodial services will be intimated to the Account Holders by the Broker. If the Broker has been appointed as a Custodian, the Securities purchased for the Account Holders will be retained by the Broker on account of the Account Holders on payment of such charges.
- 34.(i) This Agreement shall come into effect upon the acceptance by the Broker of the Account Opening Form executed by the Account Holder(s) which shall be communicated verbally to the Account Holders. The Account Opening Form

- signed by the Account Holders authorizes the Broker to verify the creditworthiness and reputation of the Account Holders.

  The Broker may reject an application without assigning any reason.
- 34.(ii) The Terms and Conditions Contained in this Brokerage Account Agreement are subject to change by the Broker at its discretion upon written notice to the Account Holders. The Account Holders shall be deemed to have accepted any and all changes by not closing and/or by continuing to use the Account. the Broker reserves the right at its discretion to restrict trading, disbursements or transfers and to require additional documentation or margins from time to time for the purpose of maintaining the Account and/or executing instructions on account of the Account Holders.
- 35.(i) The information supplied by the Account Holders on any Account Opening Form is warranted by the Account Holders to be accurate and the Account Holders agrees to notify the Broker in Writing of any changes in that information. The Account Holders warrants that only he or they has/have an interest in the Account and that they have attained the age of majority.
- 35.(ii) The Account Holder(s) also agrees to notify the Broker in writing if he or they are or become (1) employed or affiliated with any securities firm, brokerage house, (2) an officer director, affiliate or 10% shareholder of a public listed company.
- 35.(iii) The Account Holders further represents that his properties and assets have not come under any prohibition, restriction or restraining order under the National Accountability Bureau Ordinance, 1999, the Offences In Respect of Banks (Special Courts) Ordinance, 1983, the Federal Investigation Agency Act, 1974 or the Anti-Narcotics Force Act,1997 or any other such laws, rules or regulations. In case any Securities held by the Account Holders comes within the limitations or prohibitions of such laws or prohibitory orders of any court or lawful authority, the Account Holders shall forthwith notify the same to the Broker.
- 36.(i) The Account Holders shall be responsible for knowing the rights and terms for all Securities bought, sold and maintained at the Broker, including but not limited to stock splits, reorganization. The Account Holders is responsible for monitoring the activity in his Account and agrees to notify the Broker immediately of any discrepancies.
- 36.(ii) The Broker reserves the right to reject, cancel or impose additional requirements on any Order given up us. the Broker may, but is not obligated to, notify the Account Holders of any upcoming expiration or redemption dates, or take any action on your behalf without yours specific instructions except as required by law and rules of regulatory authorities.
- 36.(iii) Certain Securities may grant you valuable rights that may expire unless you take specific action. These securities include bonds, convertible securities, warrants, stock rights, and Securities subject to exchange offers or tenders. If any such Security is about to expire worthless or be redeemed for less than its fair market value and instructions have not been received from the Account Holders may, at its discretion, sell the Security and credit the Account Holders' with the proceeds.
- 36.(iv) The Account Holders shall assume all market risks and the Broker shall not be liable or responsible to advise the Account Holders as to the investment in and sale and purchase of Securities. If the pin or code is disclosed to any third party, whether advertently or inadvertently, the Account Holder shall immediately notify the same to the Broker and shall be solely liable for any misuse thereof.
- 36.(v) The Account Holders appreciates and assumes full risk involved in the electronic trading, and neither the Broker nor any director or officers would be responsible or liable in any manner for any losses or damage that may be suffered by the Account Holders, including due to the misuse of the Account Holders' PIN/password or CODE hacking of the lines and piracy of the Account Holders' information and affairs by unscrupulous persons.
- 37. The Agreement shall inure to the benefit of the Broker and its successors and assigns. The Broker may assign its rights and duties under this agreement to any affiliate, subsidiary or successor without notice to you, or to any other entity.

- 38. The Broker will not be liable for losses incurred directly or indirectly by causes beyond its control, including but not limited to government restrictions, natural disasters, wars, strikes, and exchange or market rulings, interruptions of data processing services or communications, or disruptions in orderly trading on any market or Stock Exchange. The Account Holders assumes all market and specific risks of the investments made.
- 39. The market data the Broker receives and makes available to customers is from sources believed to be accurate and reliable. However, the Broker does not in any way warrant or guarantee its accuracy and can not be held liable for inaccuracies or interruptions in its availability.
- 40(i) The Broker shall not be responsible or liable for any error, omission or mistake appearing in the list of shares annexed to any bill of cost or for any consequences arising there from.
- 40(ii). The Broker shall not be liable for any fluctuation in the market prices of the Securities purchased or sold on account of the Account Holders for any reasons whatsoever and the net rates/prices of confirmations of sale or purchases shall be considered as the concluded final rates/prices binding upon both the parties.
- 40(iii). The Broker shall not be liable for any losses or damages to the Account Holders for any reason what so ever in respect of any actions done by The Broker or any other persons in pursuance of or in connection with this agreement.
- 40(iv) The Broker or any of its employees shall not be responsible if the Account Holder sustained any loss from his investment decisions.
- 41. I/We, the Account Holder(s) acknowledge receipt of this account opening form (signed here by me/us in duplicate) along with the copies of all the annexures and I/we, the Account Holder(s) also undertake that I/we have understood all the above terms and conditions of this agreement which are acceptable to me/us.
- 42. I/We the Account Holder(s) understand(s) that the shares trading business carries risk and subject to the due diligence on part of the Broker, I/we may incur losses for which I/we, the Account Holder(s) shall not hold the Broker responsible.
- 43. I/We, the Account Holder(s) further confirm that all information given in this application is true and complete and hereby authorize the Broke to verify any information mentioned above.

Signature of Broker	Signature of Account Holder	Signature of Joint Account Holder(s)
WITNESS: 1		(CNIC#
2		(CNIC#
Opened by	_	Checked by:
Date		

#### **Enclosures (for individuals):**

- 1. Attested copies of National Identity Card of the applicant.
- 2. Attested copies of National Identity Card of the Joint Holders and or Nominee(s) (if applicable).
- 3. Attested copies of passports of the applicant, Joint Holders and or Nominee(s) (in case of non-residents)
- 4. Copy of the letter of authorization from the Account Holder(s) of the person authorized to trade in my/our accounts (if other than the account holder).
- 5. A list of Transaction fee. Commission to be charged by the Broker and other CDC charges to be levied.

#### **Enclosures** (for corporate entities):

- 1. Certified true copy of Board Resolution (specimen provided as per Annexure 'A').
- 2. Certified true copies of Memorandum & Articles of Association.
- 3. List of authorized signatories.
- 4. List of nominated persons allowed to place orders.

×	$\checkmark$	✓	✓	
Main Applicant	Joint Applicant 1	Joint Applicant 1	Joint Applicant 1	Signature of Broker

## Annexure-`A'

Board Resolution:	
"RESOLVED that an application be made on bel	nalf of
(name of entity) to("broker")	for opening an Account and for the aforesaid purpose the Account Opening
Form including Terms and Conditions as set out	herein be executed on behalf of(name of entity).
	and Mr./Ms
	to sign and execute and deliver this Account Opening Form and Terms
Conditions and other documents in connection(name of entity) in respect of co	a therewith, and to do any other act, deed or thing for and on behalf of -
hereby authorized and empowered, either singly/joi and operation of the Account, to deal, liase and c	and Mr./Msbe and are intly to respresent to the broker on all matters pertaining to the maintenance correspond with broker and give instructions to fulfill all the responsibilities and Regulations and the Terms and Conditions in relation to the Account
from time to time, and to deal with other incider	
	Signatures of the Directors
1.	2
3	4
6	_
Date	of Resolution:
<b>.</b>	
Main Applicant Joint Applicant 1	Joint Applicant 1 Joint Applicant 1 Signature of Broker

11

Note: Signature on " $\mathbf{x}$ " is mandatory, and " $\checkmark$ " for joint account holder(s)

## HH MISBAH SECURITIES (PVT.) LTD. TREC HOLDER PAKISTAN STOCK EXCHANGE KARACHI



## Sub: AUTHORITY LETTER

Dear Sir,		
In view of your customer agreement regarding nomination of authorized person/Agent. I / We hereby authorized Mrs/o		
Thanking You,		
Name (Client)	Name (Authorise Person)	
C.N.I.C. No	C.N.I.C. No	
Signature_ ×	Signature	
To,		
HH MISBAH SECURITIES (PVT.) LTD. TREC HOLDER PAKISTAN STOCK EXCHANGE KARACHI	MISBAH	
	ADING & CDC ACCOUNT	
Dear Sir,		
I shall be great full, if kindly close my account title  With N. I. C. #	As soon as possible. I have no claims, maintenance of my / our - sub - account / group Account and	
Thanking You,		
Your Truly,		
Name (Client)	Name (Authorise Person)	
C.N.I.C. No.	C.N.I.C. No	
Signature	Signature	



# HH MISBAH SECURITIES (PVT.) LTD. TREC HOLDER

## THE PAKISTAN STOCK EXCHANGE LTD.

ROOM NO. 96-97, 2ND FLOOR, STOCK EXCHANGE BUILDING, KARACHI-74000

Respected Acco	unt Holder	
Reference:	Compliance of Rule 4 (4) of Securities and "Rules for Ready Delivery Contracts" of The	
Subject:	Transmission of Daily Trade Confirmation	Memo
	you and with reference to above, we will be demos, to you at following E-mail: address, st.	
Logon to Web	site: http://www.hhm.mailxs.pk	
Enter Your Us	er ID:	
Enter Your Pa	ssword:	
Note:	(Please Change Your Password on I	First Logon)
Thanking You ,		
Truly yours,		
For, HH MISBAH S	SECURITIES (PVT.) LTD.	X Signature of Account Holder/Authorised Person



# HH MISBAH SECURITIES (PVT.) LTD.

## SUB ACCOUNT OPENING FORM



Nature of Account

Single

## HH MISBAH SECURITIES (PVT.) LTD.

TREC HOLDER PAKISTAN STOCK EXCHANGE LTD.

ROOM NO. 96-97, 2ND FLOOR, PAKISTAN STOCK EXCHANGE BUILDING,

STOCK EXCHANGE ROAD, KARACHI-74000

TEL: 021-32429102-06, 021-32426936 & 38, FAX: 021-32426938

E-MAIL: hh misbahsecurities@hotmail.com

Joint

For official use of the Participant only	
Application Form No:	
CDS Participant ID:	05348
Sub-Account No:	
Trading Account No: (if applicable)	

## SUB-ACCOUNT OPENING FORM FOR INDIVIDUALS

(Sub-Accounts are opened and maintained by Participants in accordance with the CDC Regulations made pursuant to Section 4 of the Central Depositories Act, 1997)

(Please use BLOCK LETTERS to fill the form)

I/We hereby apply for opening of my/our Su "Participant") maintained in the Central Deposit are given as under:															
A. REGISTRATION (AND OTHER) DETAIL	LS OF	MAIN .	APPLIC	ANT											
1. Full name of Applicant (As per CNIC / NIC	OP / Pa	assport	) MR. / I	MRS./	MS.										
2. Father's / Husband's Name:															
3. Contact Details of Main Applicant:															
(a) Permanent Address: (Address should be different from Participant	's busin	ess add	ress)												
(b) Mailing Address: (c) Contact No:															
Land Line No.:     Local Mobile No.(*)	(d) F:	ax: (opt	ional)					(e) E	mail: (*	)					
4. Computerized National Identity Card No: (For resident Pakistani)						-								-	
5. Expiry date of CNIC:														•	
6. NICOP No: (For non-resident Pakistani)														-	
7. Expiry date of NICOP:															
8. Passport details:	Pa	ssport N	Number:					P	lace of	ssue:					
(For a foreigner or a Pakistani origin)	1000 10	ite of Is:							ate of E						
9. Details of Contact Person: [Note: Contact Person is the Main Applicant or (a) to (h) below]															
(a) Name: MR. / MRS. / MS.															
(b) Relationship/ association of the Attorney with	the Ma	ain App	licant:												
(c) Address:															
(d) Computerized National Identity Card No:						-								-	
(e) Expiry date of CNIC:															
(f) Contact No:  Land Line No.:  Local Mobile No.(*)	(g) Fa	ax: (opt	ional)					(h) Er	mail: (*)						
10. Share holder's Category:				IN	DIVID	UAL									
	AC	GRICUI	LTURIST	Γ	в	JSINES	S	Н	OUSEV	/IFE			HOUS	EHOLI	D
11. (a) Occupation: [Please tick (\( \mathbb{\O} \)) the appropriate box]	RE	ETIRED	PERSO	N	ST	UDEN'	Т	Ві	JSINES	SS EXE	C.		INDU	STRIA	LIST
	PR	OFESS	IONAL		SE	RVICE	;	O'	THERS	(specif	y)				
(b) Name of Employer / Business:					(c)	Job Tit	le / Des	signatic	n:						
(d) Address of Employer / Business:															
*At least one field must be mandatorily fille	d.														
Signatures:															
× ✓			✓					/							
Main Applicant  Mote: Signature on "x" is mandatory, and "✓'					plicar	nt I	_	Join	t Appl	icant	1	_	Part	icipai	nt

B. REGISTRATION (AND OTHER) DETA	AILS	OF T	HE JO	DINT A	APPLI	CANT	(S)										
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2. Father's / Husband's Name:																	
3. Permanent Address: (Address should be different from Participal	nt's b	uninan	un addı	rann)													
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5. Computerized National Identity Card No (For resident Pakistani)	):							-								-	
6. Expiry date of CNIC:						-				,							1
7. NICOP No:								_									
(For non-resident Pakistani)																<u> </u>	
8. Expiry date of NICOP:				D	NI	L					DI-	C I					
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[Please tick ( $\boxtimes$ ) the appropriate box]				SIONA				RVIC	00 100		BUSINESS EXEC. INDUSTRIALIST  OTHERS (specify)					LIDI	
(b) Name of Employer / Business:		1100	OI LO	3101171	L					Designa		oqe) en	city)				
(d) Address of Employer / Business:							(0) 3	100 1	itic / L	Jesigna	tion.						
(a) Address of Employer / Business.	DED	CON	AT IN	TEODA	A A TIC	NN Y	OINT	A DI	DI ICA	NIT NI							
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2. Father's / Husband's Name:																	
3. Permanent Address: (Address should be different from Participal	nt's bi	usines	s addr	ess)													
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(b) Name of Employer / Business:							(c) J	Job T	itle / I	Designa	tion:	20.0	3.5 (3%)				
(d) Address of Employer / Business:							( ) /				20400-000000000000000000000000000000000						
	PER	RSON	AL IN	NFORM	ИАТІС	N – J	OINT	API	PLICA	NT NO	0.3						
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3. Permanent Address:																	
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(d) Address of Employer / Business:																	
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Main Applicant Joint App Note: Signature on "★" is mandatory, and "▼						ррис	ant I			Join	ı Appl	icant i	ľ		Part	ticipai	nt

C. OTHER INFORMATION															
1. Dividend Mandate [Please tick ()) th	he approp	riate box]		Yes		N	lo l	If yes, ple	ease prov	ide follov	ving deta	ails:			
(a) Account Title:								(b) Accou	ınt No:						
(c) Name of Bank:								(d) Branc	h:						
(e) Address:															
2. National Tax No: (Optional)															
3. Nationality:															
4. Residential Status [Please tick (✓) the	appropr.	ate box1		J	Resident		\ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \	Non-Resider	ıt	Repatr	iable	Non-	Repatri	able	
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5. If you are maintaining any Special		(a) SCRA Account N	io:		<u> —</u>		(b) F	Bank Name							
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provide details in (a) to (c):		(c) Branch Details:							***		1000				
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6. Zakat Status:							$\sqsubseteq$	Muslim	Zakat pa	ayable					
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	(b) Fatl	ner's/Husband's Name:											. 1		
						L	S	pouse		Fath	er		Mo	ther	
7. Particulars of nominee (Optional but if desired, nomination should		ationship with Main App tick (🗸) appropriate be					В	rother		Siste	er		Son	*	
only be made in case of sole individual and not joint account)							]   D	aughter*			* 1	ncluding	g step o	r adopte	d child
individual and not joint account)	(d) Ac														T
[In case of death of Sub-Account Holder: Nomination may be made in	(e) CN	C No: e of a resident Pakistani	i)					-						-	
terms of requirements of Section 80 of	(f) Exp	iry date of CNIC:													5-6
the Companies Ordinance, 1984, which inter alia requires that person		OP No: c of a non-resident Paki.	stani)			T		-						-	
nominated as aforesaid shall not be a person other than the following relatives of the Sub-Account Holder,	20000 00.00	iry date of NICOP:								•					
namely: a spouse, father, mother, brother, sister and son or daughter,						Pas	ssport l	Number:							
including a step or adopted child.]	(i) Pass	port details:				Pla	ice of I	ssue:							
		of a foreigner or a Pa	kistani orig	in)		Da	te of Is	ssue:							
						Da	te of E	Expiry:							
	(j) Con	tact No:				(k)	Fax: (	optional)							
	(1) E-m	ail: (optional)													
D. CDC SMS / IVR/ WEB SERVICES	("CDC a	ccess")													
CDC provides <u>FREE OF COST</u> services	under CE	C access whereby sub-	account hol	lders can	have real	time	access	s to their ac	count rel	lated infor	mation.				
SMS or eAlert/eStatement is a many balance statement will be electron also subscribe to both the services.	nically tra														
Short Messaging Service (SMS)				Mobil	le No.(†)									ded in P	
eAlert / eStatement Service									ıy be.						
eStatement: [Please tick (✓) the	f you have subscribed for eStatement, please specify the frequency of eStatement: [Please tick (✓) the appropriate box]  Quarterly  Quarterly														
2. Do you wish to subscribe to free of co	st IVR S	ervice? [Please tick ( ✓	( ) the appr	opriate l	box]				Yes				No		
3. Do you wish to subscribe to free of co									Yes				No		
4. If you are subscribing to IVR and/or	Web Ser	vice, please provide fo	llowing det	tails of y	our Cont	act P	Person	:	-						
(a) Date of Birth (DD / MM / YYYY)			/		(a) E	1 4 3	dreas	of Control	Danza	o neoviil.	l in D	A c= D	et D - r	hie E-	2 02
(b) Mother's Maiden Name:					the case			of Contact	cison a	s provided	ı ını rart	A or Pa	110 011	ins porn	ı, as
<b>x</b> ✓			✓					✓							
Main Applicant J	oint Ap	$ \frac{\checkmark}{\text{Joint Applicant 1}}  \frac{\checkmark}{\text{Joint Applicant 1}}  \frac{\checkmark}{\text{Joint Applicant 1}}  \frac{\checkmark}{\text{Joint Applicant 1}}  {\text{Participant 1}} $						ıt							

E. SUB-ACCOUNT OPERATING INSTRUCTIONS			E. SUB-ACCOUNT OPERATING INSTRUCTIONS									
1. Signatory(ies) to give instruction to the		Names of Signatory(ies)		Specimen Signatures								
Participant pertaining to the operations of the Sub-Account.	(a)			×								
	(b)			✓								
(Please specify sub- account operating instructions in the relevant column along with names and specimen signatures of	(c)			$\checkmark$								
authorised signatories)	(d)		$\checkmark$									
2. Sub-Account Operating Instructions:		Either (Singly) or Survivor		Attorney								
[Please (✓) appropriate box]		Jointly [any]		Any other								
			Plea	se specify:								
F. BANK VERIFICATION												
The following information is required to be verified by the Bank M	lanager o	only where the Main Applicant is maintaining	bank	account:								
Particulars of Main Applicant:												
Bank Account Title:	CNIC N	Го:										
Bank Account No:												
Address of Applicant:												
Signature of Applicant: 🗶												
We do hereby verify the above particulars and signature of our abo	ove accou	nt holder:										
Particulars of Bank Manager / Authorized Officer:												
Name:		Contact No(s):										
E-mail:		Signature & Rubber Stamp:										
G. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES INCLUDING PLEDGE AND RECOVERY OF CHARGES AND LOSSES												
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 any Stock Exchange or a Clearing Company relating to any of my/our underlying market transactions (trades) to be settled through the Clearing Company from time to time; b. For, Where applicable, pledging of our Securities only with a Stock Exchange in a accordance with the requirements of regulations of such Stock Exchange for meeting any shortfall in the margin and/or mark-to-market losses requirements of the participant and/or other Sub-Account Holders of participant; 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 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 time to time; f. Securities transactions pertaining to any lending or borrowing of Securities made by me/us from time to time in accordance with the CDC Regulations; g. 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 Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time.  Note: Please note that above shall serve as a one-time fixed authori												
<u>×</u>	<b>√</b>			_								
Main Applicant Joint Applicant 1	Joint	Applicant 1 Joint Applica	int 1	Participant								

#### IMPORTANT

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

#### TERMS AND CONDITIONS

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:

- Provisions of the Central Depositories Act, 1997 ("the Act") and the Central Depository Company of Pakistan Limited Regulations ("the Regulations") as amended from time to time and the CDC's Operating Manual/Operating Instructions developed and issued pursuant thereto from time to time and any other bylaws, directives of the Securities and Exchange Commission of Pakistan issued from time to time, shall govern the opening, maintenance and operations of the Sub-Account.
- 2. Each page of this form should be duly signed by the Applicant (and joint Applicants if any) and the Participant or any authorized person of the Participant.
- The Participant shall ensure provision of copies of all the relevant laws, rules and regulations at his office for access to the Sub-Account Holder(s) during working hours.
- 4. The Participant shall provide a list of his authorized agents/traders and designated employees, who can deal with the Sub-Account Holder(s) from time to time. Any change(s) therein shall forthwith be intimated in writing to the Sub-Account Holder(s).
- 5. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account appear in the Sub-Account to be established by the Participant in the Central Depository System who shall ensure the correctness and completeness of the same. Any change therein notified by the Sub-Account Holder from time to time in writing to the Participant shall reflect in the Sub-Account of such Sub-Account Holder.
- 6. The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
- 7. 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 (G) above pursuant to Section 12 and 24 of the Act. Such authorization shall constitutes 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.
- 8. 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 Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
- 9. 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 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.
- 10. 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 Act, 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 7 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 and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses, provided that the Participant shall report the disposal of such Securities to the relevant Stock Exchange as an off-market transaction where the Securities are transferred from the Sub-Account to the House Account of the Participant.
- 11. Participant shall have the right, subject to 20 Business Days prior written notice to the Sub-Account Holder to close the Sub-Account if it becomes dormant with no holding balances. No Sub-Account shall be treated as dormant unless there is no activity for continuous six months.
- 12. 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 Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to his right of recovery of any dues or receivable from the Sub-Account Holder.
- 13. In case of a Joint Account, all obligations and liabilities in relation to this Sub-Account or under these Terms and Conditions shall be joint and several.
- 14. These Terms and Conditions shall be binding on the Participant's nominee, legal representative, successors in interest and/or permitted assigns.
- 15. In the event of any conflict between these Terms and Conditions and the terms and conditions contained in Trading Account Opening Form or any other forms/authorizations prescribed by the Participant or otherwise, the Terms and Conditions contained herein shall prevail, insofar as it is related to the custodial services to be provided by the Participant under the legal framework of CDC.
- 16. 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.
- 17. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).
- 18. The Participant should ensure due protection to the Sub-Account Holder regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through him 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.
- 19. Subject to Section 21 of the Act, Participant shall maintain complete confidentiality of any information or document that is in his knowledge or possession or control relating to the affairs of the Sub-Account Holder(s), and in particular, relating to their Sub-Account(s), and shall not give, divulge, reveal or otherwise disclose such information or document to any other person.
- 20. These Terms and Conditions shall be deemed to have been amended, altered and/or modified if rights and duties of the parties hereto are altered by virtue of change in law, rules, regulations etc. of SECP and/or articles, rules, regulations of the Stock Exchanges and/or the Act, CDC Regulations, CDC's Operating Manual/Operating Procedures and/or any circular, directive or direction issued therein, such changes shall be deemed to have been incorporated and modified the rights and duties of the parties hereto.
- 21. The Participant shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

×	✓	✓	✓	
Main Applicant	Joint Applicant 1	Joint Applicant 1	Joint Applicant 1	Participant

#### DECLARATION & UNDERTAKING

I/We, the undersigned, hereby declare that:

- 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 and that I/We have not compounded with my/our creditors; c)
- d) I/We am/are not an undischarged insolvent;
- I/We confirm having read and understood the above Terms and Conditions and I/We hereby unconditionally and irrevocably agree and undertake to be bound by e) and to comply with the above Terms and Conditions and any other terms and conditions which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account:
- f) I/We, being the Applicant(s), hereby further confirm that all the information contained in this form is true and correct to the best of my/our knowledge as on the date of making this application;
- I/We further agree that any false/misleading information by me/us or suspension of any material fact will render my/our Sub-Account liable for termination and further action under the law; and
- I/We hereby now apply for opening, maintaining, operation of Sub-Account forming part of the Account Family of CDS Participant Account of Participant.

#### DISCLAIMER FOR CDC ACCESS

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 www.cdcaccess.com.pk which shall be deemed to have been read and agreed to by the Users before signing this form.

Name of Applicant:				Dat Plac						Si	ignatur	e: <b>x</b>			
Name of Joint Applicant No 1:				Date: Place: Signature:											
Name of Joint Applicant No 2:			Date: Place: Signature:												
Name of Joint Applicant No 3:				Dat Plac						Si	ignatur	e: 🗸			
For and on behalf of (In case if signed by the Attorney on be				•											
		nt(s) as the Sub-Account Holder(s) in terms of the above Terms and Conditions as amended from time to time and shall g, maintenance and operation of such Sub-Account.													
Name of Participant: HH MISB	AH SECURITI	I SECURITIES (PVT.) LTD. Date:													
Participant's Seal & Signature:															
Witnesses:															
1. Name:															
Signature:	CNIC No:						-							8	
2. Name:															
Signature:	CNIC No:						-							-	

- Attested copy of CNIC / NICOP / Passport of the Applicants / Joint Applicants / nominee(s) (as the case may be).
- Duly notarised Power of Attorney\* (if applicable).
   Zakat Declaration of the Applicant and the Joint Applicant (if applicable).
- 4. Attested copy of NTN Certificate (if applicable).
- \* Where the Applicant is a non-resident or foreigner, duly consularized copy of Power of Attorney by the Consul General of Pakistan having jurisdiction over the Applicant(s) should be submitted.

×	$\checkmark$	✓	✓	
Main Applicant	Joint Applicant 1	Joint Applicant 1	Joint Applicant 1	Participant

pplication:  pplication:  pplication:  pplication issued:  ccount opened by:  pred by:  gnature:  emarks: (if any)  pplication No:  We hereby confirm and and ansert Name of Applicant	Date:	Rejected	Poster Signa	ature: (Authorized signature: Authorized sig	Da I from the following	
ab-Account no. issued:  ccount opened by:  aved by: gnature: emarks: (if any)  pplication No:  We hereby confirm and consert Name of Applicant	Date:	ACKNO	Poster Signal	MENT RECEIPT  Date of receipt:  ccount Opening Form	Da I from the following	te:
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nved by: gnature: emarks: (if any)  pplication No: We hereby confirm and one of Applicant	acknowledge the reco		Signa	MENT RECEIPT  Date of receipt:  ccount Opening Forn	1 from the following	
gnature: emarks: (if any)  pplication No: We hereby confirm and a	acknowledge the reco		Signa	MENT RECEIPT  Date of receipt:  ccount Opening Forn	1 from the following	
emarks: (if any)  pplication No:  We hereby confirm and a  nsert Name of Applicant	acknowledge the reco		OWLEDGE	MENT RECEIPT  Date of receipt:  ccount Opening Form	1 from the following	
pplication No: We hereby confirm and a nsert Name of Applicant				Date of receipt:		Applicant:
We hereby confirm and a				Date of receipt:		Applicant:
We hereby confirm and a				Date of receipt:		Applicant:
We hereby confirm and a		eipt of duly filled and si	igned Sub-Ac	ccount Opening Form		Applicant:
nsert Name of Applicant		eipt of duly filled and si	igned Sub-Ac	1		Applicant:
	t(s)]			Participant's Seal &	& Signature:	

 $\mathbf{x}$  $\mathbf{Applicant}$  $\mathbf{V}$ Main ApplicantJoint Applicant 1Note: Signature on " $\mathbf{x}$ " is mandatory, and " $\mathbf{V}$ " for joint account holder(s)

## KNOW YOUR CUSTOMER (KYC)/CUSTOMER DUE DELIGENCE (CDD) CHECKLIST FOR INDIVIDUALS & JOINT A/C APPLIANT

FULL NAME OF ARRUGANT							
FULL NAME OF APPLICANT							
1) Specify the proof of Address submitted for mailing address a) CNIC Copy b) Rental Agreement c) Any Utility Bill d) Others							
2) GROSS ANNUAL INCOME (OPTIONAL) a)Below 100,000 b)100,001 - 250,000 c)2	250 001 - 500 000						
d)500,001 - 1,000,000 e)1,000,001 - 2,500,000 f)							
3) Net Worth as on (date)							
Obtain photograph (lastest or not more than six months old)							
5) Countries where you visited in last two years							
3) Countries where you visited in last two years							
6)							
7)							
DECLARATION FROM MAIN APPLICANT		YES	NO	NO RESPONSE			
A) Has any financial institution ever refused to open your account	t?						
B) Do you hold a position in any political party/public office or hol	d a high						
profile position?							
C) Do you agree to submit source of wealth/funds to HHM on a r	egular basis?						
D) Do you have any business relationship or transactions in/from	offshore						
Tax haven countries i.e? Luxemburg, Africa, Switzerland and							
E) Do your business involve high value items i.e Gold, Silver, Diamonds?							
F) Do you belong to countries where Anti Money Laundering regi	ulations						
are ignored? Luxemburg, Brazil, African countries, Sudan, Sw	vitzerland etc						
G) Do you have close relationship/friendship with any people have	ving illegal						
business and you have knowledge?	JJ.						
H)							
,							
I, hereby declare that above information is true and correct to the my knowledge and I shall immediately update. The Chief Executive							
Securities (Pvt.) Ltd. if there is any change in such information.	ve or riff ivilsbari						
Lough wine Lill Michael Constitution (D. 4.) Lad and its efficient to con-	:6 II						
I authorize HH Misbah Securities (Pvt.) Ltd. and its officials to ver information provided in/with this KYC/CDD Form	iry any or all						
Dated:	Signature of Main Account App	olicant 🗶					
	FOR OFFICE PURPOSE						
	INVESTOR RISK PROFILE						
Risk Classifications		C Require					
1. LOW RISK	Reduced KYC Requirements shall once information / documents men						
2. MEDIUM RISK	Greator care required and docume opening of account.  Enhanced KYC Requirement shall			should be obtained before			
	Investor account can be opened or A have been provided.	nce informa	ition / docur	ments mentioned in section			
3. HIGH RISK	Transactions shall be monitored to ensure that the funds used for investments are from an account under the investor's own name in a financial institution (e.g. bank) subject to high due diligence standards and the amount and frequency of investments are not usual given the nature and financial strength						
4. VERY HIGH RISK	of the investor Account cannot be opened as KYC			Surround built in demand the gift in successful and others. I consider a trade of the surround			
OTHER COMMENTS:							
-							

# FOR INTERNAL USE ONLY KYC / CDC Checklist

Date:	Accou	unt Title:		Account / UIN #	
SECTION A				I	
Minimum Information/Documents to be	provid	ed by Investor			
	Pls Tick		Pls Tick		Pls Tick
1. Individuals/Sole		2. Partnerships		3. Institutions / Corporates	1101
Proprietorships				_	
CNIC of Principal and Joint Holders		CNICs/NICOP of all partners, as		CNICs/NICOP of Authorized	
/ Passport for Foreign Nationals / NICOP for non-resident Pakistanis		applicable		Signatures and Directors	
Proof of Employment/Business		Partnership Deed		List of Directors and Officers	-
NTN Certificate, where available		Latest Financial Statements	-	NTN Certificate	
1111 Certificate, where available		Certificate of Registration (in case of		Documentary evidence of Tax	
		registered pertnership firm)		Exemption (if applicable)	
		NTN Certificate		Certificate of Incorporation	
				Certificate of Commencement of Business	
				Certified Copy of Board Resolution	
				Memorandum & Article of Association/Bye Laws/Trust Deed	
				Audited Accounts of the Company	
4. Trusts		5. Clubs Societies and Associations		6 Executors/Administratiors	
CNICs of all trustees		Certified copy of certificate of		CNICs of all	
Certified copy of all Trust Deed		List of Members		Certified copy of Letter of	
Latest financials of the trust		NIC/NICOP of Members of			
Documentay Evidence of Tax Exemption (if applicable)		Certified copy of bylaws/rules and regulations			
Trustee/ Governing Body Resolution		Copy of latest financials of			
		Board of Governing Body Resolution			
	If docu	ments / information is complete, Proc	eed to	Section B	
List any missing documnets / infor 1 2	mation	below:			
	NY do	ocument or information is missing, pro	oceed	to Section G4	
7.00 (3.00 m)	en 10= #88	, p		(00 to 00000000 TO 0000	
SECTION B					
Assessment of information provide Based on information provided in Secti		ection A			
L					

Assessment of information provided in Section A					
Based on information provided in Section A					
I. Is the investor also the ultimate beneficiary of the funds to be invested     If NO, joint account should be opened or power of attorney be provided by ultimate beneficiary with relevant documentary details of the beneficiary	YES	NO			
2. In case the investor is a private company, IS the latest shareholders list available	YES	NO			
3. In case of Government Accounts, Mark YES if the account is not in the personal name of the government official A resolution / authority latter (duly endorsed by Ministry of Finance or FinanceDepartment of cencerned government) is available, which authorizes the opening and operating of this account by an officer of federal / provincial / local government in his / her official capacity	YES	NO			
If the answer to any of the above question was 'NO', go to section G3 or G4, otherwise go to Setion C					

## SECTION C

Risk Category of Investor	Please tick box		
1. Governement Department / Entity		LOW RISK	Go to Section G.1
2. Public Listed ompany		LOW RISK	Go to Section G.1
3. Private Listed Company		MEDIUM RISK	Go to Section G.2
4. Non-Government Organization (NGO)		HISH RISK	Go to Section G.3
5. Trust / Charity		HISH RISK	Go to Section G.3
6. Unlisted Financial Institution			Go to Section D
7. Individual			Go to Section E

## SECTION D

Unlisted Private Financial Institution (NPFI)					
Is the unlisted private financial institution domiciled in Pakistan and is regulated by			NO		
the SECP / State Bank of Pakistan (SBP)					
OR					
is it domiciled in a FATF Member Country that is satisfactorily following the		YES	NO		
If YES, proceed to Setion G.1	If NO, proceed to Setion G.3				

## **SETION E**

Individual					
1. Is the person a non-resident Pakistan	YES	NO			
2. Is the person a high net worth individual with no identifiable source of income or his / her profile/source of income doesn't match with size & quantity of investments	YES	NO			
3. Is the person involved in dealing in high value items (based on declaration occupation)	YES	NO			
4. Is the person a foreign national	YES	NO			
5. Does the person appear to have links or money transfer to/from offshore tax havens or belongs to country(s) where KYC/CDD and anti money laundering regulations are lax (in terms of not sufficeiently applying FATF recommendations)	YES	NO			
6. Is there any reason to believe that the person has been refused account opening by another financial institution / brokerage house.	YES	NO			
7. Is the person opening the brokerage account on a non-face-to-face basis/on-line	YES	NO			
If the response to amy Question (1-7) above was 'YES', proceed to Section G.3					
8. Is the person a holder of a senior level public (government) office i.e a politically exposed person (PEP) or a family member of PEP.	YES	NO			
9. Is the person a holder of high profile position (e.g. senior or politician)	YES	NO			
If the response to amy Question (8-9) above was 'YES', proceed to Section F else proceed to Section G.1					

FATF recommendations and is supervised by a regulatory body

## SETION F

Politically Exposed Person / Foreign National / Holders of High Profile Position				
Is the brokerage account relationship with this high risk category person include exposed person / foreign national / holder of high profile position, approved by Director, CEO / COO of the brokerage house (approval shall be provided by m Account Opening Form)	YES	NO		
If YES, proceed to Section G.3	If NO, proceed to Section G.4			

## SETION G

Investor Risk Profile							
	Risk Classifica	ation	KYC Requirements				
G.1	LOW RISK		Reduced KYC Requirements shall be applicable Investor account can be opened once information/documents mentioned in Section A have been provided				
G.2	MEDIUM RIS	К	Greater care required and documents listed in Section A should be obtained before opening of account.				
G.3	HIGH RISK		Enhanced KYC Requirements shall be applicable: Investor account can be opened once information/documents mentioned in section A have been provided.  Transactions shall be monitored to ensure that the funds used for investments are from an account under the Investor's own name in a financial institution (e.g.bank) subject to high due diligence standards and the amount and frequency of investments are not unusual given the nature and financial strength of the Investor				
G.4	HIGH RISK		Account cannot be opened as KYC Requirements have not been fulfilled.				
200000000000000000000000000000000000000	CONFIRMATION of physical presence of customer when opening account  Other Comments						
Compl	leted by:						
Name of Sales Person / .		Agent	Signature	1	Date		
Check	ed by:						

## UNDERTAKING OF RISK DISCLOSURE

I, the customer, hereby acknowledge the nature of all risks and other content			ead and understood
Date:			
<u>X</u> Main Applicant  ✓ Joint Applica	$\frac{\checkmark}{\text{Int } 1} \qquad \frac{\checkmark}{\text{Joint Applicant } 1}$	√ Joint Applicant 1	Sign. of Broker

#### RISK DISCLOSURE DOCUMENT (CLIENT COPY)

#### (TO BE GIVEN BY THE BROKERS TO THEIR CUSTOMERS)

This Risk Disclosure document is prescribed by the Pakistan Stock Exchange Limited (PSX) under Clause 13(1) of the Securities Broker (Licensing and Operations) Regulations, 2016.

This document contains important information relating to various types of risks associated with trading and investment in financial products (equity securities, fixed income instruments, derivatives contracts etc.) being traded at PSX. The customers should carefully read this document before opening trading account with a broker.

In case a customer suffers negative consequences or losses as a result of trading/investment, he/she shall be solely responsible for the same and PSX or Securities and Exchange Commission of Pakistan (SECP) shall not be held responsible/liable, in any manner whatsoever, for such negative consequences or losses.

The customers must acknowledge and accept that there can be no guaranteed profit or guaranteed return on their invested capital and under no circumstances a broker can provide customers such guarantee or fixed return on their investment in view of the fact that the prices of securities and futures contract can fall as well as rise depending on the market conditions and performance of the companies. Customers must understand that past performance is not a guide to future performance of the securities, contracts or market as a whole. In case the customers have any doubt or are unclear as to the risks/information disclosed in this document, PSX strongly recommends that such customer should seek an independent legal or financial advice in advance.

PSX neither singly or jointly and expressly nor impliedly guarantee nor make any representation concerning the completeness, accuracy and adequacy of the information contained in this document as this document discloses the risks and other significant aspects of trading/investment at the minimum level. PSX does not provide or purport to provide any advice and shall not be liable to any person who enters into a business relationship with a broker based on any information contained in this document. Any information contained in this document must not be construed as business/investment advice in any manner whatsoever.

THE CUSTOMERS MUST BE AWARE OF AND ACQUAINTED WITH THE FOLLOWING:

#### 1. BASIC RISKS INVOLVED IN TRADING IN SECURITIES MARKET:

## 1.1 **VOLATILITY RISK:**

Volatility risk is the risk of changes in the value of financial product in any direction. High volatility generally means that the values of securities/contracts can undergo dramatic upswings and/or downswings during a short period. Such a high volatility can be expected relatively more in illiquid or less frequently traded securities/contracts than in liquid or more frequently traded one. Due to volatility, the order of a customer may not be executed or only partially executed due to rapid change in the market prices. Such volatility can also cause price uncertainty of the market orders as the price at which the order is executed can be substantially different from the last available market price or may change significantly thereafter, resulting in a real or notional loss.

#### 1.2 LIQUIDITY RISK:

Liquidity refers to the ability of market participants to buy and/or sell securities expeditiously at a competitive price and with minimal price difference. Generally, it is assumed that more the numbers of orders available in ci market, greater is the liquidity. Liquidity is important because with greater liquidity, it is easier for customers to buy and/or sell securities swiftly and with minimal price difference and, as a result, customers are more likely to pay or receive a competitive price for their executed trades. Generally, lower liquidity can be expected in Page 1 of 5 A/ thinly traded instruments than in liquid or more frequently traded ones. As a result, order of customer may only be partially executed, or may be executed with relatively greater price difference or may not be executed at all. Under certain market conditions, it may be difficult or impossible for the customers to liquidate a position in the market at a reasonable price, when there are no outstanding orders either on the buy side or on the sell side, or if trading is halted in a security/contract due to any reason.

#### 1.3 SPECULATIVE TRADING RISK:

Speculation involves trading of a security/contract with the expectation that it will become more valuable in a very near future. These transactions are attempted to make profit from fluctuations in the market value of securities, rather than fundamental value of a security and/or underlying attributes embodied in the securities such as dividends, bonus or any other factor(s) materially affecting the price. Speculative trading results in an uncertain degree of gain or loss. Almost all investment activities involve speculative risks to some extent, as a customer has no idea whether an investment will be a blazing success or an utter failure. Day trading strategy is a common example of speculative

trading in which customers buy and sell the same security/derivative within the same day, such that all obligations are netted off and closed and no settlement obligations stand. The customer indulging in a day-trading strategy needs to be more vigilant and informed than the customers investing for a longer period, as market may not move during the day as the day-trader originally anticipated, resulting in a loss to them.

#### 1.4 RISK OF WIDER SPREAD:

The Bid-Ask spread is the difference between the offer price and bid price of a security/contract quoted by the Market Makers or trading parties. The size of spread is affected by a number of factors such as liquidity, volatility, free float (the total number of shares outstanding that are readily available for trading) etc. Generally, low liquidity, high volatility and low free float levels of a security may result in relatively wider BidAsk Spread. The higher BidAsk spread can result in greater cost to customers.

#### 1.5 RISK PERTAINING TO THE PRICE FLUCTUATIONS DUE TO CORPORATE ANNOUNCEMENT:

The corporate announcements by the issuers for the corporate actions or any other material information may affect the price of the securities. These announcements combined with relatively lower liquidity of the security may result in significant price volatility. The customers, while making any investment decision in such securities/contracts, are advised to take into account such announcements. Moreover, the customers should be cautious and vigilant in case fake rumors are circulating in the market. The Customers are advised to refrain from acting purely based on such rumors rather take well informed investment decision in light of all facts and circumstances associated with such securities and their issuers.

#### 1.6 RISK REDUCING ORDERS:

The customers can place orders for limiting the losses to certain amounts, such as Limit Orders, Stop Loss Orders, and Market Orders etc. Customers must ask their brokers for detailed understanding of these order types. Customers must acknowledge that placement of such orders for limiting losses to certain extent may not always be an effective tool due to rapid movements in the prices of securities and, as a result, such orders may not be executed.

#### 1.7 SYSTEM RISK:

High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day causing delay in order execution or confirmation. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations. Page 2 of 5 A/

## 1.8 SYSTEMIC RISK:

Systemic risk arises in exceptional circumstances and is the risk that the inability of one or more market participants to perform as expected will cause other participants to be unable to meet their obligations when due, thereby affecting the entire capital market.

#### 1.9 SYSTEM AND NETWORKING RISK:

Trading on the PSX is done electronically, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. All these facilities and systems are vulnerable to temporary disruption or failure, or any such other problem/glitch, which may lead to failure to establish access to the trading system/network. Such limitation may result in delay in processing or processing of buy or sell orders in part only or non-processing of orders at all. As with any financial transaction, the customer may experience losses if orders cannot be executed normally due to systems failures on the part of exchange or broker. The losses may be greater if the broker having customers' position does not have adequate back-up systems or procedures. Accordingly, the Customers are cautioned to note that although these problems may be temporary in nature, but when the customers have outstanding open positions or unexecuted orders, these limitations represent a risk because of obligations to settle all executed transactions.

#### 1.10 RISK OF ONLINE SERVICES:

The customers who trade or intend to trade online should fully understand the potential risks associated with online trading. Online trading may not be completely secure and reliable and may cause delay in transmitting information, execution of instructions due to technological barriers. Moreover, the customer acknowledges and fully understands that he/she shall be solely responsible for any consequences arising from disclosure of the access codes and/or passwords to any third person or any unauthorized use of the access codes and/or passwords.

## 1.11 REGULATORY/LEGAL RISK:

Government policies, rules, regulations, and procedures governing trading on the exchange are updated from time to time. Such regulatory actions and changes in the legal/regulatory ecosystem including but not limited to changes in tax/levies may alter the potential profit of an investment. Some policies of the government may be focused more on some sectors than others thereby affecting the risk and return profile of the investment of the customers in those sectors.

#### 2. RISKS IN DERIVATIVE AND LEVERAGE PRODUCTS:

Derivative and leveraged trades enable the customer to take larger exposure with smaller amount of investment as margin. Such trades carry high level of risk and the customers should carefully consider whether the trading in the derivative and leveraged products is suitable for them, as it may not be suitable for all customers. The higher the degree of leverage, the greater the possibility of profit or loss it can generate in comparison with the investment involving full amount. Therefore, the customers should trade in the derivative and leveraged products in light of their experiences, objectives, financial resources and other relevant circumstances. Derivative product namely Deliverable Futures Contract, Cash Settled Futures Contract, Stock Index Futures Contract and Index Options Contracts and leveraged products namely Margin Trading System, Margin Financing and Securities Lending and Borrowing are available for trading at stock exchange. The customer transacting in the derivative and leveraged markets needs to carefully review the agreement provided by the brokers and also thoroughly read and understand the specifications, terms and conditions which may include markup rate, risk disclosures etc. There are a number of additional risks that all customers need to consider while entering into derivative and leveraged market transactions. These risks include the following

- (a) Trading in the derivative and leveraged markets involves risk and may result in potentially unlimited losses that are greater than the amount deposited with the broker. As with any high risk financial product, the customer should not risk any funds that the customer cannot afford to lose, such as retirement savings, medical and other emergency funds, funds set aside for purposes such as education or home ownership, proceeds from student loans or mortgages, or funds required to meet living expenses.
- (b) All derivative and leveraged trading involves risk, and there is no trading strategy that can eliminate it. Strategies using combinations of positions, such as spreads, may be as risky as outright long or short positions. Trading in equity futures contracts requires knowledge of both the securities and the futures markets.
- (c) The customer needs to be cautious of claims of large profits from trading in such products. Although the high degree of leverage can result in large and immediate gains, it can also result in large and immediate losses.
- (d) Because of the leverage involved and the nature of equity futures contract transactions, customer may feel the effects of his/her losses immediately. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds the customer has deposited or will have to deposit. This may work against customer as well as for him/her. Customer may sustain a total loss of initial margin funds and any additional funds deposited with the broker to maintain his/her position. If the market moves against his/her position or margin levels are increased, customer may be called upon to pay substantial additional funds on short notice to maintain his/her position. If the customer fails to comply with a request/call for additional funds within the time specified, his/her position may be liquidated/squared-up at a loss, and customer will be liable for the loss, if any, in his/her account.
- (e) The customer may find it difficult or impossible to liquidate/square-up a position due to certain market conditions. Generally, the customer enters into an offsetting transaction in order to liquidate/square-up a position in a derivative or leverage contract or to limit the risk. If the customers cannot liquidate position, they may not be able to realize a gain in the value on position or prevent losses from increasing. This inability to liquidate could occur, for example, if trading is halted due to some emergency or unusual event in either the equity futures contract or the underlying security, no trading due to imposition of circuit breaker or system failure occurs on the part of exchange or at the broker carrying customers' position. Even if customers can liquidate position, they may be forced to do so at a price that involves a large loss.
- **(f)** Under certain market conditions, the prices of derivative contracts may not maintain their customary or anticipated relationships to the prices of the underlying security. These pricing disparities could occur, for example, when the market for the equity futures contract is illiquid, when the primary market for the underlying security is closed, or when the reporting of transactions in the underlying security has been delayed.
- **(g)** The customer may be required to settle certain futures contracts with physical delivery of the underlying security. If the customer hold position in a physically settled equity futures contract until the end of the last trading day prior to expiration, the customer shall be obligated to make or take delivery of the underlying securities, which could involve additional costs. The customer should carefully review the settlement and delivery conditions before entering into an equity futures contract.

(h) Day trading strategies involving equity futures contracts and other products pose special risks. As with any financial product, customers who seek to purchase and sell the same equity futures in the course of a day to profit from intra-day price movements ("day traders") face a number of special risks, including substantial commissions, exposure to leverage, and competition with professional traders. The customer should thoroughly understand these risks and have appropriate experience before engaging in day trading. The customer should obtain a clear explanation of all commission, fees and other charges for which he/she will be liable. These charges will affect net profit (if any) or increase loss.

#### 3. GENERAL:

#### 3.1 ASSETS HELD WITH BROKERS:

The customer should familiarize him/herself with the measures available for protecting from the risk of misappropriation or misuse of cash and securities held with the brokers. For such purpose, he/she may opt for UIN Information System (UIS) provided by National Clearing Company of Pakistan Limited (NCCPL). The customer should also provide correct mobile number/email address in order to receive SMS/e-Alerts services Page 4of5 being provided by the NCCPL and Central Depository Company of Pakistan Limited (CDC) on each trade and movement of their securities. Moreover, the customers should be aware of the protections given to money and securities deposited with the brokers, particularly in the event of a default by such broker or the broker's insolvency or bankruptcy. The customer recognizes that in such default/insolvency/bankruptcy scenario, the customer may recover his/her money and/or property to such extent as may be governed by relevant PSX Regulations and/or local laws in force from time to time.

#### 3.2 CUSTOMERS RIGHTS AND OBLIGATIONS:

The customer must understand their rights and obligations as well as the rights and obligations of the brokers specified under the PSX Regulations and the Standardized Account Opening Form, Know Your Client Form, Standardized Sub-Account Opening Form of CDC, and Agreement(s) of Leveraged Products (Margin Trading System, Margin Financing and Securities Lending and Borrowing), where applicable, and any other applicable Rules, Regulations, Guidelines, Circulars etc. as may be issued by SECP and PSX from time to time.

- (a) The customers should ensure that they deal through the registered branch and with the registered Agents/Traders/Representatives of the broker. The customer shall also verify such details from the website of PSX and Jamapunji ();
- **(b)** Customer at the time of establishing relationship with the brokers, should obtain a clear explanation of all brokerage, commission, fees and other charges for which customer will be liable to pay and these charges will affect net cash inflow or outflow;
- (c) It is obligatory for the brokers to issue contract note, in either electronic form or hard copy, by next working day of trading. The contract note shall contain all information relating to trade execution including commission and charges applicable on the customers. In case contract note is not issued, customer should inquire with broker immediately and in case the matter is not resolved, the same should be reported to the PSX;
- (d) The customers should match the information as per the contract notes with the SMS/e-Alert received from CDC and/or NCCPL and may also verify from the UIS facility from the website of NCCPL.