



**Account Opening Form**





## Nomination

(In the event of death of the sole Account Holder, his/her nominee shall be entitled to receive Securities/cash available in the account of the Account Holder after set-off against losses/liabilities in the account. In case of a Joint Account, the survivor shall be entitled to receive Securities/cash available in the account of the Account Holder(s) after set-off/adjustments against losses/liabilities in the account).

Name of Nominee: \_\_\_\_\_ Surname: \_\_\_\_\_

CNIC/NICOP/  
Passport No.:

Date of Birth: -- (DD/MM/YYYY)

Postal Address: \_\_\_\_\_

Email: \_\_\_\_\_ Tel: \_\_\_\_\_

Relationship with main Account Holder: \_\_\_\_\_

## 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 & Exchange Ordinance, 1969. Moreover, all applicable provisions of the Securities & Exchange Ordinance, 1969 read with the Securities & 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 trades between the parties and to regulate Broker's conduct and the Central Depositories 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 provisions 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(s), is not settled amicably, either party may refer the same to arbitration in accordance with the provisions of PSX Regulations, which shall be binding on both the parties. The Account Holder(s) hereby agree(s) that he/she/they would have no objection if his/her/their name(s) and other relevant particulars are placed on Exchange's database accessible by TRE Certificate Holders of the Exchange if he/she/they fails or refuses to abide by or carryout any arbitration award passed against him/her/them in his/her/their 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 dealing in securities, such as trading and / or settlement of deliveries of Securities on behalf of the 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. 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 & 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

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 & 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 \_\_\_\_\_ (Name of Account Holder) at the above-stated address by means of acceptable mode of communication or by hand subject to acknowledgment receipt, as noted in clause 17 below.
5. In case there is any error(s) in the daily confirmation statement, the Account Holder(s) shall report the same to the Broker within one business day of the receipt of confirmation. In case the Account Holder(s) do not respond within one business day of the receipt of the said daily confirmation statement, the confirmation statement shall be deemed conclusively accepted by the Account Holder(s).
6. In the event that the Account Holder(s) fail(s) to deposit additional cash or Securities as margin within one business day of the margin call (in writing), the Broker shall have absolute discretion to and, without further notice to Account Holder(s), liquidate the Account Holder(s) outstanding positions, including the Securities purchased and carried in such account, so that the margin is maintained at the required level.
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(s) preferably in form of A/c Payee cross cheque only, within one business day of the request of the Account Holder(s) (subject to the maintenance of the margin requirements).
  - (b) In the event of non-receipt of payment from the Account Holder(s) on settlement day against Securities bought on account of the Account Holder(s), the Broker may transfer such Securities to his Collateral Account under intimation to the Exchange, after complying with the requirements as mentioned in the PSX Regulations.

\_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Joint Account Holder 1

\_\_\_\_\_  
Joint Account Holder 2

\_\_\_\_\_  
Joint Account Holder 3

\_\_\_\_\_  
Broker

## Special Terms and Conditions

8. The Broker shall accept from the Account Holder(s) payments through "A/c Payee Only" crossed cheques, 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 agent/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.
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/their ledger statement under official seal and signature of the Broker or his authorized representative on a periodic basis. In case of any discrepancy in the ledger statement, the Account Holder(s) shall inform the Broker within one day of receipt of the ledger statement to remove such discrepancy.
11. The Account Holder(s) shall operate the account and execute transactions himself/herself/themselves unless the Account Holder(s) authorize Mr./Mrs./Ms. \_\_\_\_\_ I.D. No. \_\_\_\_\_ to transact in the account. All transactions executed by the authorized person shall be binding upon the Account Holder(s).
12. For Joint Account Holder(s) only:  
  
I/We, the Account Holder(s) shall operate the account jointly or severally and the instructions issued either jointly or severally shall be binding on me/us as well as upon the Broker in respect of the joint titled account. Or  
  
My/Our titled account shall be operated only by \_\_\_\_\_ who shall be deemed as the authorized person for operating the joint account or issuing any instructions relating thereto.
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 Account 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 Holder(s) 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 the Broker converts from an individual brokeship rights to a corporate brokeship and vice versa, the agreement and conditions laid down herein above shall remain 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/email or by hand) subject to receipt/acknowledgment. The onus of proving that the email has been received by the recipient shall be on the sender sending the email. Confirmation of orders to clients made through fax or email will have a time record.
18. All orders received telephonically and placed on Trading System shall be supported by recording on dedicated telephonic lines, preferably connected with a computerized taping system so that 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 any information mentioned above.

## Additional Terms and Conditions

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

- I. At the time of opening the Account, the Account Holder(s) shall deposit minimum margin in cash and/or listed Securities of equivalent value acceptable to the Broker as per its haircut valuation policy. The net value of the Securities/cash balance will be monitored regularly. The Broker shall have the right to call for the deficit amount.
- II. In case the Account Holder(s) is/are authorized by the Broker to undertake online trading, the Broker shall also be authorized to act upon the instructions of the Account Holder(s); whether written or verbal. The Broker shall provide confirmation of the executed transactions via e-mail or as required by the Account Holder(s). All such transactions recorded by the Broker in his books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/them, subject to Clause 5 of the Special Terms & Conditions.
- III. The Broker shall put forth its best endeavors to service and execute the order of the Account Holder(s).

\_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Joint Account Holder 1

\_\_\_\_\_  
Joint Account Holder 2

\_\_\_\_\_  
Joint Account Holder 3

\_\_\_\_\_  
Broker

## Additional Terms and Conditions

- IV. While the Broker shall endeavor to purchase or sell the Securities as per the Account Holder(s) instructions while placing the order, the Broker does not guarantee or assure that the transactions may materialize fully.
- V. The Account Holder(s) shall be liable to pay all federal, provincial and local taxes, duties, fees and other levies, such as income tax, capital gains tax, capital value tax, sales tax, excise duty, stock exchange charges, NCCPL charges, CDC charges, etc. (collectively "Taxes"), as may be applicable on the Account Holder(s) or the transactions executed on his/her/their behalf. The Broker is hereby unconditionally authorized by the Account Holder(s) to deduct Taxes from payments to be made to the Account Holder(s) or recover the applicable Taxes out of the funds or Securities of the Account Holder(s) that may be available with the Broker for onward payments to the concerned tax authorities. The Account Holder(s) shall indemnify the Broker against all losses, damages, costs and expenses that may be sustained or suffered by the Broker for non-payment of any Taxes due to want of sufficient funds or Securities of appropriate value in the Account of the Account Holder(s).
- VI. In case of non-payment by the Account Holder(s) within the time stipulated in clause 7(b) of the Special Terms & Conditions the Broker shall have the right to square off the deal and any loss suffered therein, shall be borne by the Account Holder(s). The Broker shall have a lien and/or first charge on the Account Holder(s) Securities and deposits held on account of the Account Holder(s) for recovery of such loss.
- VI(A). If any such delay continues beyond one (1) business day, the Broker shall have the right to resell the Securities at the risk, cost and account of the Account Holder(s) and all losses suffered shall be borne and made good by Account Holder(s). In case if the cheque given by the Account Holder(s) bounces, a handling charge of Rs. 1,000/- will be recovered from the Account Holder(s). The recovery of these charges shall not prejudice the Broker's right to initiate any other legal proceedings against the Account Holder(s).
- VI(B). Without prejudice to the Broker's rights contained in Clauses V and VI(A) above, in case the Account Holder(s) fails to make the payment for any trade, etc. and the Broker claims the amount in arbitration proceedings, whether initiated by the Broker or by the Account Holder(s), or in a suit or other proceedings that may be initiated by the Broker or the Account Holder(s) in a court of law, the Broker shall have the right to claim by way of liquidated damages (not by way of interest or penalty) @ six months KIBOR plus 4% on the outstanding amount from the date of the institution of the arbitration proceedings or the suit or any other legal proceedings, as the case may be, till realization by payment made by the Account Holder(s) or by enforcement of the arbitral award or the decree of the court, as the case may be, to cover the Broker's cost of funds.
- VII. It is mutually agreed between the Broker and Account Holder(s) that any free credit balances in Account Holder(s) Account are being maintained to facilitate Account Holder(s)' intention to invest such amount through the Broker. It is specifically agreed and understood that under no circumstances whatsoever will the Broker allow any credit facilities.
- VIII. For Sale contracts involving physical scrip, the Account Holder(s) shall deliver the Securities to Broker at least two (2) days before the scheduled date of delivery. The scheduled date of delivery will be intimated to the Account Holder(s) by the Broker at the time of confirmation of the sell order. If the deliveries are not received by the scheduled date, the sell position held by the Account Holder(s) will be squared under intimation to the Account Holder(s) and the resulting loss incurred, if any, due to squaring the position will be charged to the Account Holder(s). Securities' certificate(s) will not be accepted for effecting deliveries unless blank transfer deeds with signatures duly verified by the concerned companies along with the original Security certificate(s) are delivered to the Broker. In case Security certificate(s) and/or the corresponding transfer deed(s) and/or the Securities are not found to be in order, the Broker will have the right to refuse or reject the same in which event the Account Holder(s) shall timely replace/deliver substitute of the said Securities' certificate(s) or get the original deeds and/or the Securities' certificate(s) regularized immediately subject to any other liability of the Account Holder(s).
- IX. The proceeds of the Securities sold on account of the Account Holder(s) shall become due on the business day following settlement date. The Broker shall not be liable for delays in the payments to be made by NCCPL or the Exchange or the TRE Certificate Holder of the Exchange through whom the Securities have been sold by the Broker on account of the Account Holder(s), as the case may be.
- X. In case of purchase contracts, deliveries will be effectuated to the Account Holder(s) on the settlement dates, mentioned in the Confirmation of purchase; provided, however, that each payment is charged/received by the Broker at least one day before the settlement date. Payment in excess of Rs. 25,000/- will be accepted only by a recognized direct fund deposit banking instrument/online fund transfer mechanism of a reputed Bank acceptable to the Broker. If the payment is not received before the settlement date or if the Payment instrument bounces, the Broker shall be free to transfer the securities to its Collateral Account as mentioned in Clause 7(b) of the Special Terms and Conditions, without prejudice to the Broker's other rights, remedies and resources. Purchase bill will be issued for every related transaction.
- XI. In addition to Terms and Conditions contained herein, the Terms and Conditions in respect of Direct Settlement System (DSS) of Central Depository Company of Pakistan Limited (CDC) and centralized clearing, settlement and custody service named as National Custodial Services (NCS) of National Clearing Company of Pakistan Limited (NCCPL) will be applicable to all transactions effectuated on account of the Account Holder(s). According to both the Systems of CDC and NCCPL, if a transaction exceeds the upper limit of available balance in the Account Holder(s)' Trading Account limits both in respect of the amount held in the Trading Account, as well as available balance of the Securities in the Account Holder(s)' Sub-Account, the trade will be rejected and the Securities will be transferred to Broker's House Account. In such an event, payment will also have to be made by the Broker out of its own resources.
- Therefore, in case sufficient Securities are not available in the Account Holder(s)' Sub-Account, the Broker will have to cover the short sale from the open market at the Account Holder(s)' cost and risk. In case of breach of upper limit in respect of credit balance or available securities in DSS/NCS account, the Broker will receive the Securities purchased in the Broker's House Account and the Broker will then transfer these Securities to the Sub-Account of the Account Holder(s) under its lien and the Account Holder(s) will continue to be liable to pay the purchase bill of the Broker, along with all losses, damages, costs and expenses that may be suffered by the Broker. Likewise, in case of short sale, the Broker will cover the shortfall in the Securities from the open market at the risk and cost of the Account Holder(s) and the Account Holder(s) will be liable for all losses, damages, costs and expenses that may be suffered by the Broker.
- XII. The Broker shall charge commission from the Account Holder(s) at the rates notified by the Broker to the Account Holder(s) from time to time, such rates will be subject to change by the Broker at its discretion. Provided, however, any increase in the rate of commission shall not apply to an order already executed on account of the Account Holder(s). The sale proceeds and purchase bills will be inclusive of commission and other levies.
- XIII. The Broker shall have complete discretion as to keeping of unutilized funds of the Account Holder(s) in a current bank account, or in a profit bearing bank account. In case the Broker at its sole discretion decides to keep the unutilized funds of the Account Holder(s) in a profit bearing bank account of the Broker's choice, funds of the various other account holders of the Broker will also be kept in such account and the Broker will deduct 2% as a management fee out of the profit earned. The amount of profit accrued is prorated to the actual number of days during which funds of the Account Holder(s) remained unutilized. Such amount will be credited in the ledger account of the Account Holder(s) on quarterly basis. The Account Holder(s) shall however not question the rate of profit or the computation of the Account Holder(s)' share by the Broker.

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Broker

## Additional Terms and Conditions

- XIV. In the event of failure or refusal to effect delivery against any purchase contract by any TREC holder or NCCPL through whom the Broker may have purchased the Securities or refusal to accept delivery against any sale contract by any TREC holder or NCCPL through whom the Broker may have sold the Securities, the Broker shall not be liable for any damages, costs or legal expenses which the Account Holder(s) may suffer or sustain and in such an event, the related Rules and Regulations will prevail and be binding upon the parties.
- XV. In the event of the Account Holder(s)' refusal to accept delivery and to make payment against any Purchase Contract or refusal or delay in effecting delivery against any Sale Contract, the Account Holder(s) shall be liable to compensate the Broker for all losses and damages, including the financial cost as well as legal cost (if any) that the Broker may suffer or sustain on account of the Account Holder(s)' delay or default.
- XVI. The Broker shall not be liable for any fraud, forgery, mis-declaration or any other act or omission on the part of any constituent or TREC holder of the Exchange/ NCCPL or their respective Account Holder(s) and the Securities shall be deemed to have been purchased or sold at the risk and cost of the Account Holder(s) with no obligation on part of the Broker.
- XVII. In case of hacking of any of its information system or any other system that forms part of trading, the Broker shall not be liable in any manner whatsoever.
- XVIII. In case any information or data relating to the Account Holder(s), including but not limited to the Statements of Ledger Account, CDC sub-accounts, transactions effectuated for or on account of the Account Holder(s), payments made by or received from the Account Holder(s) from time to time, etc. is called by any lawful authority or agency or a court or tribunal, the Broker shall be obliged to provide the same and shall not be held liable in any manner for such disclosures.
- XIX. For Book-Entry Securities: For book-entry securities, the following Additional Terms and Conditions shall apply:
- (a) For book-entry securities deposited with the Central Depository Company of Pakistan Limited, deliveries will be effected as per the Central Depositories Act, 1997 and the Central Depository Company of Pakistan Limited Regulations and other applicable Rules and Regulations pertaining to book-entry securities.
  - (b) The special terms and conditions contained in CDC sub-account opening form to be executed by the Account Holder(s) shall apply to all transactions relating to book-entry securities.
- XX. For Online Trading: For Online Trading, the following Additional Terms and Conditions shall apply:
- (a) A Password or PIN will be issued to the Account Holder(s) by the Broker as the Account Holder(s)' Personal Identification Number or Code to enable the Account Holder(s) to have access to and use his account for Online Trading. The Password/PIN may be communicated through email or through any courier to the Account Holder(s) at his/her own risk. The Account Holder(s) shall not disclose the Password/PIN to any person and shall take every reasonable precaution to prevent discovery of the Password/PIN by any other person.
  - (b) The Broker may electronically transfer delivery of confirmation, statements, and other notices in connection with Online Trading. It shall be the responsibility of the Account Holder(s) to review upon receipt of emails, confirmation statements, margin notices and maintenance calls whether delivered by surface mail, email, or electronic terminals. If the Password/PIN is disclosed to any third party, the Account Holder(s) shall immediately notify the same to the Broker. The Account Holder(s) will immediately notify the Broker of any loss, theft, or unauthorized use of his/her/their Password, Account number and Password/PIN. The Account Holder(s) shall immediately notify any change in his/her email or other address as mentioned in the Account Opening Form.
  - (c) All risks connected and involved with Electronic/Online Trading will be assumed fully by the Account Holder(s). Neither the Broker, nor any of its directors or officers would be responsible or liable in any manner for any losses or damages that may be suffered by the Account Holder(s), including but not limited to, those due to the misuse of the Account Holder(s)' Password or PIN, hacking of lines, outages and slowdowns in the internet connection, and piracy of the Account Holder(s)' information and affairs by unscrupulous persons.
  - (d) The Broker may at any time and from time to time require Additional Margin in the Account (in cash or Securities acceptable to the Broker) before executing any orders or undertaking any transactions executed through Online Trading Facility. The amount and timing may vary depending on factors solely at the Broker's discretion. The Broker shall have the right to liquidate the Account Holder(s)' trading position(s) if the account margin is insufficient at any time and the conditions of the right to set-off clause below shall apply.
  - (e) The Broker may at its discretion elect upon notice to square off the Account Holder(s)' Account and make all obligations in the Account immediately due and payable by the Account Holder(s) without assigning any reason.
- XXI. Margin Financing (MFS)/Margin Trading (MTS)/ Security Lending and Borrowing (SLB): For Margin Financing/Margin Trading/Securities Lending & Borrowing, the following Additional Terms and Conditions shall apply:
- (a) Margin Financing, Margin Trading, Securities Lending and Borrowing and Pledging of Securities on account of the Account Holder(s) shall be governed by the Securities (Leveraged Markets and Pledging) Rules, 2011 and any amendments thereto or substitutions thereof or any other legal or regulatory requirement as implemented from time to time. The Account Holder(s) undertake(s) to execute the Broker's standardized documents for such transactions, including those prescribed by SECP, PSX, NCCPL, etc.
  - (b) The Account Holder(s) shall be eligible to enter into multiple Margin Financing/Margin Trading/SLB Contracts at the same time and shall be for a tenure not greater than the respective tenure prescribed by the respective regulations from time to time or such other period as the Broker may at its sole discretion determine.
  - (c) The minimum equity participation amount that the Broker shall accept for each MF/MT/SLB Contract shall not be lower than the limit prescribed by the National Clearing Company of Pakistan Limited Regulations, 2003, (Regulations) as amended and/or modified from time to time. However, the Broker at its discretion can request for higher equity participation than what is prescribed in the Regulations.
  - (d) In respect of MT/MF/SLB transactions, the Account Holder(s) shall pay to the Broker mark-up on financing computed at the rate as decided from time to time pro-rated to the actual number of days for which any amount is financed to or on account of the Account Holder(s). The Broker shall have the right to debit Account Holder(s)' Account for the mark-up and the Account Holder(s) undertake(s) to pay the mark-up immediately upon written demand from the Broker without raising any issues.
  - (e) The purchase of Securities shall be carried out by the Account Holder(s) only in respect of MT/MF/SLB Eligible Securities as decided by the Broker from time to time. The Account Holder(s) accept(s) and acknowledge(s) that the Broker has the sole discretion to limit the number of MT/MF/SLB Eligible Securities for which it may wish to facilitate the Account Holder(s), and the Account Holder(s) can only ask for facilitation of those MT/MF/SLB Eligible Securities from the Broker which the Broker has short-listed. Any change to the MT/MF/SLB Eligible Securities shall be effected immediately by the Broker except where the MT/MF/SLB Securities' contract already executed require otherwise.

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Broker

## Additional Terms and Conditions

- (f) In case of any corporate action such as a dividend/bonus declaration or a rights announcement by a MT/MF/SLB Eligible Security which has been financed by the MT/MF Financier, such right shall remain vested with the Account Holder(s) and the MT/MF Financier shall not benefit from such actions inspite of the Securities being in its custody.
- (g) If there is any loss in the Account Holder(s)' Account due to Mark-to-Market (MTM) of the MT/MF/SLB Contract, such losses shall be settled by the Account Holder(s) within one business day.
- (h) The Broker is hereby authorized by the Account Holder(s) to mortgage, pledge or hypothecate the Securities deposited or bought on behalf of the Account Holder(s) by the Broker to the related financial institution for a sum not exceeding the outstanding balance in the margin account, to the extent that the same is permissible under the applicable Laws, Rules and Regulations.
- (i) The Account Holder(s) unconditionally agree(s) that his/her/their Securities may be sold by the margin financier, in case of any default or margin call not being addressed as per the requirements of Rules & Regulations as applicable from time to time, in the course of financing.
- (j) Notwithstanding the conditions of Clauses 2 and 6 of the Special Terms and Conditions, in the event of default, failure, refusal or inability on part of the Account Holder(s) to repay the finance or any outstanding mark-up thereon, the Broker shall have the right to square up and liquidate the position of the Account Holder(s) and sell all the Securities held on account of the Account Holder(s) upon one business day's notice to the Account Holder(s). The net sale proceeds so realized after deduction of brokerage, costs, taxes, duties, etc. shall be applied towards adjustment of the outstandings owed by the Account Holder(s) to the Broker. In case of any shortfall, the Account Holder(s) shall be liable to pay the same to the Broker with late payment charges at the rate mentioned in Clause V above, computed from the due date(s) of the outstanding amount up to the date of actual realization by the Broker.
- (k) It is hereby distinctly understood that the grant of this MT/MF Facility by the Broker to the Account Holder(s) is subject to the provisions of the Securities Leveraged Markets and Pledging Rules, 2011 with such variations and modifications as may be made from time to time. The Account Holder(s) has/have read, understood and agreed to abide by the provisions of the said Rules, as well as other applicable Rules and Regulations. Further, all applicable Procedures, prescribed Documents, Policies, Notifications, Rules, Regulations, etc. issued or made by the Stock Exchange/NCCPL/Commission in respect of Margin Financing/Margin Trading/Securities Lending & Borrowing shall become applicable and binding on the Account Holder(s) and the Broker. If any fine is imposed or other adverse action is taken by the Commission or the Stock Exchange or NCCPL against the Broker due to non-compliance of any of the provisions of the said Rules and/or any direction of the Commission or the Stock Exchange or NCCPL by the Account Holder(s), the Account Holder(s) shall be liable to pay the same to the Broker and indemnify and keep indemnified the Broker against all losses, costs, expenses, demands, proceedings and compensate the Broker in all respect to the full extent.
- (l) The Broker hereby discloses, and the Account Holder(s) acknowledge(s) that the transaction and activity of Margin Trading/Margin Financing/Securities Lending & Borrowing has its inherent risks, and consequently, the Account Holder(s) by entering into this Agreement accepts such risks. Such risks include, but are not limited to, default risk, economic risk, market risk, regulatory risk, interest rate risk, priority rights of other creditors in case of liquidation, and other force majeure events like terrorism, acts of God, civil commotion, failure of communication and I.T. related systems downtime or other glitches, etc.
- (m) The Account Holder(s) represent(s) that the funds being provided by him/her/them is/are his/her/their own funds and not obtained or borrowed from any other person.

### XXII. Trading in Future Contracts:

Trading in Future Contracts will be subject to the Rules and Regulations governing Future Contracts of the Exchange, including any Notices, Instructions, Circulars, and decisions of the Governing Board of the Exchange.

### XXIII. Custodial Services:

For Custodial Services, the following Additional Terms and Conditions are applicable:

- (a) The charges for custodial services will be intimated to the Account Holder by the Broker.
- (b) If the Broker has been appointed as a Custodian, the Securities purchased for the Account Holder(s) will be retained by the Broker on account of the Account Holder(s).
- (c) If the Securities sold are lying with the Broker as Custodian for the Account Holder(s), the Broker shall deliver the Securities as per the Rules & Regulations on account of the Account Holder(s).

### XXIV. Termination/Suspension:

The Contract may be terminated by either party at any time by prior written notice of thirty days to the other subject to fulfillment of various legal and regulatory requirements including but not restricted to those required by the PSX, SECP, SBP, FBR, NCCPL, CDC, the Anti-Money Laundering Unit and other such related authorities and agencies. The Broker reserves the right to suspend/limit the trading activity of the Account Holder(s) for any reason whatsoever. However, before taking any action in this regard the Broker shall inform the Account Holder(s) the reason(s) in writing at least 5 working days prior to such action.

### XXV. Risk Disclosure:

The Risk Disclosure Statement annexed to this Account Opening Form shall form an integral part of these Terms and Conditions.

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

## Signature of the Account Holder

Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Broker



**Signature(s) of the Joint Account Holder(s)**

Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Signature of the Broker**

Name : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Witness 1**

**Witness 2**

Name : \_\_\_\_\_

Name : \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

CNIC No.:

CNIC No.:

**For Internal Use Only**

**Introducer**

Name : \_\_\_\_\_ CNIC No.:

Signature: \_\_\_\_\_

**For and On Behalf of JS Global Capital Limited**

Name : \_\_\_\_\_ Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Broker

## Approved By

Checked By : \_\_\_\_\_

Head of Compliance: \_\_\_\_\_

Head of Operations: \_\_\_\_\_

Chief Executive Officer/Chief Operating Officer: \_\_\_\_\_

### Enclosures (for individuals)

1. Attested copies of Computerized National Identity Card of the Applicant
2. Attested copies of Computerized National Identity Card of the Joint Holder(s) and/or Nominee (if applicable)
3. Attested copies of Passports/CNIC/NICOP of the Applicant, Joint Holder(s) and/or Nominee (in case of non-residents)
4. Copy of the letter of authorization from the Account Holder(s) in favor of the person authorized to trade in my/our Account(s) (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
6. Separate FATCA form for Joint Account Holder(s) (if applicable)
7. Copy of Proof of Employment

\_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Joint Account Holder 1

\_\_\_\_\_  
Joint Account Holder 2

\_\_\_\_\_  
Joint Account Holder 3

\_\_\_\_\_  
Broker

## RISK DISCLOSURE DOCUMENT

**THIS PROVISION SHOULD BE READ CAREFULLY BY THE PROSPECTIVE ACCOUNT HOLDER(S) BEFORE SIGNING THE ACCOUNT OPENING FORM AND SHOULD BE READ IN CONJUNCTION WITH THE RULES AND REGULATIONS RELATING TO SECURITIES, ESPECIALLY THOSE OF THE PAKISTAN STOCK EXCHANGE AND OTHER REGULATORY AUTHORITIES**

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 products 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 ones. 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 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.

Account Holder

Joint Account Holder 1

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Broker

#### 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 Bid-Ask spread. The higher Bid-Ask 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 than taking well informed investment decisions in the 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 the order's 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.

#### 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 taxes/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 customers 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 products namely Deliverable Futures Contract, Cash Settled Futures Contract, Stock Index Futures Contract and Index Options Contract 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 mark-up 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

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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 commissions, 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 himself/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 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 customers 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 ([www.jamapunji.pk](http://www.jamapunji.pk));
- (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;

Account Holder

Joint Account Holder 1

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Joint Account Holder 3

Broker

(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.

**UNDERTAKING**

I, the customer, hereby acknowledge that I have received this Risk Disclosure Document and have read and understood the nature of all risks and other contents and information provided in this document.

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
Date                      Signature of Broker                      Signature of Account Holder                      Signature of Joint Account Holder

**For Single Account Holder**

Name: \_\_\_\_\_

Place: \_\_\_\_\_ Dated: \_\_\_\_\_

**Joint Account Holder 1**

Name of Joint Applicant 1: \_\_\_\_\_

Place: \_\_\_\_\_ Dated: \_\_\_\_\_

**Joint Account Holder 2**

Name of Joint Applicant 2: \_\_\_\_\_

Place: \_\_\_\_\_ Dated: \_\_\_\_\_

**Joint Account Holder 3**

Name of Joint Applicant 3: \_\_\_\_\_

Place: \_\_\_\_\_ Dated: \_\_\_\_\_

\_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_                      \_\_\_\_\_  
Account Holder                      Joint Account Holder 1                      Joint Account Holder 2                      Joint Account Holder 3                      Broker

## Undertaking of Foreign Account Tax Compliance Act (FATCA)

	Account Holder	Joint Account Holder 1	Joint Account Holder 2	Joint Account Holder 3								
Name: Country of Permanent Residence: Country of Birth: Nationality: Date of Submission:	<hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/>	<hr/> <hr/> <hr/> <hr/> <hr/>								
Please confirm the following:  Do you hold multiple nationalities (if yes, please indicate)  Are you a Resident of any country other than Pakistan (If yes, please specify)  Do you have any tax obligation in a country other than Pakistan (Note: If "YES" then please specify the list of countries along with its respective Tax Number, Social Security Number or local equivalent.)	<table border="0" style="width: 100%;"> <tr> <th style="width: 50%;">Yes</th> <th style="width: 50%;">No</th> </tr> </table>	Yes	No	<table border="0" style="width: 100%;"> <tr> <th style="width: 50%;">Yes</th> <th style="width: 50%;">No</th> </tr> </table>	Yes	No	<table border="0" style="width: 100%;"> <tr> <th style="width: 50%;">Yes</th> <th style="width: 50%;">No</th> </tr> </table>	Yes	No	<table border="0" style="width: 100%;"> <tr> <th style="width: 50%;">Yes</th> <th style="width: 50%;">No</th> </tr> </table>	Yes	No
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I/We hereby  confirm the information provided above is true, accurate and complete.

I/We hereby provide my/our consent to JS Global Capital Limited or any of its associates/affiliates including branches (collectively "the Broker") to disclose and furnish and share information pertaining to my/our Account to domestic or overseas regulators or tax authorities where necessary to establish our tax liability in any jurisdiction.

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

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

I/We agree and undertake to notify the Broker within thirty (30) calendar days if there is a change in any information which we have provided to the Broker.

I/We undertake to provide the Broker with any undertakings and/or declarations including signing all forms, within the specified time-frame, which in the opinion of the Broker are necessary and appropriate for the purposes given above. In case we cease or fail to comply with the Broker's requirement or fail for whatsoever reason to provide any necessary undertaking or declaration or fail to sign any required forms as set out above the Broker shall have the right at its own discretion to unilaterally close the Account and terminate the working relations with me/us.

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Broker

## Certificate of Foreign Status of Beneficial Owner for United States Tax Withholding and Reporting (Individuals)

Form **W-8BEN**

(Rev. February 2014)  
Department of the Treasury  
Internal Revenue Service

▶ For use by individuals. Entities must use Form W-8BEN-E.

▶ Information about Form W-8BEN and its separate instructions is at [www.irs.gov/formw8ben](http://www.irs.gov/formw8ben).

▶ Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form if:**

- You are NOT an individual \_\_\_\_\_ **W-8BEN-E**
- You are a U.S. citizen or other U.S. person, including a resident alien individual \_\_\_\_\_ **W-9**
- You are a beneficial owner claiming that income is effectively connected with the conduct of trade or business within the U.S. (other than personal services) \_\_\_\_\_ **W-8ECI**
- You are a beneficial owner who is receiving compensation for personal services performed in the United States \_\_\_\_\_ **8233 or W-4**
- A person acting as an intermediary \_\_\_\_\_ **W-8IMY**

**Instead, use Form:**

### Identification of Beneficial Owner (see instructions)

1. Name of individual who is the beneficial owner: _____	2. Country of citizenship: _____
3. Permanent residence address (street, apt. or suite no., or rural route) Do not use a P.O. Box or in-care-of address: _____ City or town, state or province. Include postal code where appropriate: _____ Country: _____	
4. Mailing address (if different from above): _____ City or town, state or province. Include postal code where appropriate: _____ Country: _____	
5. U.S. taxpayer identification number (SSN or ITIN), if required (see instructions): _____	6. Foreign tax identifying number (see instructions): _____
7. Reference number(s) (see instructions): _____	8. Date of birth (MM-DD-YYYY) (see instructions): _____

### Claim of Tax Treaty Benefits (for chapter 3 purposes only) (see instructions)

9. I certify that the beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.

10. **Special rates and conditions** - (if applicable—see instructions): The beneficial owner is claiming the provisions of Article \_\_\_\_\_ of the treaty identified on line 9 above to claim a \_\_\_\_\_ % rate of withholding tax on (specify type of income):  
\_\_\_\_\_  
Explain the reasons the beneficial owner meets the terms of the treaty article:  
\_\_\_\_\_  
\_\_\_\_\_

### Certification

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- I am the individual that is the beneficial owner (or am authorized to sign for the individual that is the beneficial owner) of all the income to which this form relates or am using this form to document myself as an individual that is an owner or account holder of a foreign financial institution;
- The person named on line 1 of this form is not a U.S. person;
- The income to which this form relates is:
  - (a) not effectively connected with the conduct of a trade or business in the United States;
  - (b) effectively connected but is not subject to tax under an applicable income tax treaty; or
  - (c) the partner's share of a partnership's effectively connected income
- The person named on line 1 of this form is a resident of the treaty country listed on line 9 of the form (if any) within the meaning of the income tax treaty between the United States and that country; and
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which I am the beneficial owner or any withholding agent that can disburse or make payments of the income of which I am the beneficial owner. **I agree that I will submit a new form within 30 days if any certification made on this form becomes incorrect.**

**Sign Here** \_\_\_\_\_  
Signature of beneficial owner (or individual authorized to sign for beneficial owner) Date (MM-DD-YYYY)

Print name of signer \_\_\_\_\_ Capacity in which acting (if form is not signed by the beneficial owner) \_\_\_\_\_



## 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)**

**Nature of Account**

Single  Joint

(Please use BLOCK LETTERS to fill the form)

I/We hereby apply for opening of my/our Sub-Account under the Account Family of JS Global Capital Limited (hereinafter referred to as "Participant") maintained in the Central Depository System ("CDS") of the Central Depository Company of Pakistan Limited ("CDC"). My/our particulars are given as under:

**For Official Use of the Participant only**

Application Form No.: \_\_\_\_\_  
CDS Participant ID: \_\_\_\_\_  
Sub-Account No.: \_\_\_\_\_  
Trading Account No.: \_\_\_\_\_  
(if applicable)  
Participant Name: \_\_\_\_\_

### A. Registration (And Other) Details of Main Applicant

1. Full Name of Applicant (As per CNIC/NICOP/Passport): MR. /MRS. /MS. \_\_\_\_\_
2. Father's/Husband's Name: \_\_\_\_\_
3. Contact Details of Main Applicant: \_\_\_\_\_
  - (a) Permanent Address: \_\_\_\_\_  
*(Address should be different from Participant's business address)*
  - (b) Mailing Address: \_\_\_\_\_
  - (c) Contact No.: ● Land Line No. \_\_\_\_\_ ● Local Mobile No. (\*) \_\_\_\_\_
  - (d) Fax (Optional): \_\_\_\_\_ (e) Email (\*): \_\_\_\_\_
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 (For a foreigner or a Pakistani origin):  
 Passport Number: \_\_\_\_\_ Place of Issue: \_\_\_\_\_  
 Date of Issue: \_\_\_\_\_ Date of Expiry: \_\_\_\_\_
9. Details of Contact Person [Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicant(s) or their Attorney. Where Contact Person is the Main Applicant or any of the Joint Applicant(s), please only provide the name below. In case of Attorney, please provide details in (a) to (h) below]:
  - (a) Name: MR. /MRS. /MS. \_\_\_\_\_
  - (b) Relationship/Association of the Attorney with the Main Applicant: \_\_\_\_\_
  - (c) Address: \_\_\_\_\_
  - (d) Computerized National Identity Card No.:
  - (e) Expiry date of CNIC: \_\_\_\_\_
  - (f) Contact No.: ● Land Line No. \_\_\_\_\_ ● Local Mobile No. (\*) \_\_\_\_\_
  - (g) Fax (Optional): \_\_\_\_\_ (h) Email (\*): \_\_\_\_\_
10. Share holder's Category: \_\_\_\_\_ Individual
11. (a) Occupation [Please tick (✓) the appropriate box]:  
 AGRICULTURIST  BUSINESS  HOUSEWIFE  HOUSEHOLD  RETIRED PERSON  STUDENT  
 BUSINESS EXEC.  INDUSTRIALIST  PROFESSIONAL  SERVICE  OTHERS (specify) \_\_\_\_\_
  - (b) Name of Employer/Business: \_\_\_\_\_
  - (c) Job Title/Designation: \_\_\_\_\_
  - (d) Address of Employer/Business: \_\_\_\_\_

\*At least one field must be mandatorily filled.

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Participant

## B. Registration (And Other) Details of the Joint Applicant(S)

### Personal Information – Joint Applicant No. 1

1. Full Name of Applicant (As per CNIC/NICOP/Passport): MR./MRS./MS. \_\_\_\_\_
  2. Father's/Husband's Name: \_\_\_\_\_
  3. Permanent Address: \_\_\_\_\_  
(Address should be different from Participant's business address)
  4. (a) Contact No.: ● Land Line No. \_\_\_\_\_ ● Local Mobile No.(\*): \_\_\_\_\_  
(b) Fax (Optional): \_\_\_\_\_ (c) Email (\*): \_\_\_\_\_
  5. Computerized National Identity Card No.:                (For resident Pakistani)
  6. Expiry date of CNIC: \_\_\_\_\_
  7. NICOP No.:                (For non-resident Pakistani)
  8. Expiry date of NICOP: \_\_\_\_\_
  9. Passport details:  
(For a foreigner or a Pakistani origin)  
Passport Number: \_\_\_\_\_ Place of Issue: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_ Date of Expiry: \_\_\_\_\_
  10. (a) Occupation [Please tick (✓) the appropriate box]:  
 AGRICULTURIST  BUSINESS  HOUSEWIFE  HOUSEHOLD  RETIRED PERSON  STUDENT  
 BUSINESS EXEC.  INDUSTRIALIST  PROFESSIONAL  SERVICE  OTHERS (specify) \_\_\_\_\_  
(b) Name of Employer/Business: \_\_\_\_\_  
(c) Job Title/Designation: \_\_\_\_\_  
(d) Address of Employer/Business: \_\_\_\_\_
- \*At least one field must be mandatorily filled.

### Personal Information – Joint Applicant No. 2

1. Full Name of Applicant (As per CNIC/NICOP/Passport): MR./MRS./MS. \_\_\_\_\_
  2. Father's/Husband's Name: \_\_\_\_\_
  3. Permanent Address: \_\_\_\_\_  
(Address should be different from Participant's business address)
  4. (a) Contact No.: ● Land Line No. \_\_\_\_\_ ● Local Mobile No.(\*): \_\_\_\_\_  
(b) Fax (Optional): \_\_\_\_\_ (c) Email (\*): \_\_\_\_\_
  5. Computerized National Identity Card No.:                (For resident Pakistani)
  6. Expiry date of CNIC: \_\_\_\_\_
  7. NICOP No.:                (For non-resident Pakistani)
  8. Expiry date of NICOP: \_\_\_\_\_
  9. Passport details:  
(For a foreigner or a Pakistani origin)  
Passport Number: \_\_\_\_\_ Place of Issue: \_\_\_\_\_  
Date of Issue: \_\_\_\_\_ Date of Expiry: \_\_\_\_\_
  10. (a) Occupation [Please tick (✓) the appropriate box]:  
 AGRICULTURIST  BUSINESS  HOUSEWIFE  HOUSEHOLD  RETIRED PERSON  STUDENT  
 BUSINESS EXEC.  INDUSTRIALIST  PROFESSIONAL  SERVICE  OTHERS (specify) \_\_\_\_\_  
(b) Name of Employer/Business: \_\_\_\_\_  
(c) Job Title/Designation: \_\_\_\_\_  
(d) Address of Employer/Business: \_\_\_\_\_
- \*At least one field must be mandatorily filled.

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Participant



7. Particulars of nominee (Optional but if desired, nomination should only be made in case of sole individual and not joint account) [In case of death of Sub-Account Holder: Nomination may be made in terms of requirements of Section 80 of the Companies Ordinance, 1984, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter, including a step or adopted child.]

- (a) Name of Nominee: \_\_\_\_\_
- (b) Father's/Husband's Name: \_\_\_\_\_
- (c) Relationship with Main Applicant: *[Please tick (✓) the appropriate box]*  
 Spouse    Father    Mother    Brother    Sister    Son\*    Daughter\*  
 \* Including step or adopted child
- (d) Address: \_\_\_\_\_
- (e) CNIC No.:  *(in case of a resident Pakistani)*
- (f) Expiry date of CNIC: \_\_\_\_\_
- (g) NICOP No.:  *(in case of a non-resident Pakistani)*
- (h) Expiry date of NICOP: \_\_\_\_\_
- (i) Passport details:  
*(In case of a foreigner or a Pakistani origin)*  
 Passport Number: \_\_\_\_\_ Place of Issue: \_\_\_\_\_  
 Date of Issue: \_\_\_\_\_ Date of Expiry: \_\_\_\_\_
- (j) Contact No.: \_\_\_\_\_ (k) Fax (optional): \_\_\_\_\_
- (l) Email (optional): \_\_\_\_\_

### D. CDC SMS / IVR/ Web Services ("CDC Access")

CDC provides FREE OF COST services under CDC access whereby sub-account holders can have real time access to their account related information.

1(a). SMS or eAlert/eStatement is a mandatory service, where alerts are sent whenever certain activities take place in a sub-account. eStatement is a service where your account balance statement will be electronically transmitted to your email address. Please subscribe to either SMS or eAlert/eStatement service as a mandatory requirement. You can also subscribe to both the services.

- Short Messaging Service (SMS)    Mobile No. (†)    eAlert/eStatement Service    Email Address (†)  
 † of Contact Person as provided in Part A or Part B of this Form, as the case may be.

1(b). If you have subscribed for eStatement, please specify the frequency of eStatement *[Please tick (✓) the appropriate box]:*

- Monthly    Quarterly

2. Do you wish to subscribe to free of cost IVR Service? *[Please tick (✓) the appropriate box]:*    Yes    No

3. Do you wish to subscribe to free of cost Web Service? *[Please tick (✓) the appropriate box]:*    Yes    No

4. If you are subscribing to IVR and/or Web Service, please provide following details of your Contact Person:

(a) Date of Birth: -- (b) Mother's Maiden Name: \_\_\_\_\_  
 (DD / MM / YYYY)

(c) Email Address (of Contact Person as provided in Part A or Part B of this Form, as the case may be): \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
Account Holder

\_\_\_\_\_  
Joint Account Holder 1

\_\_\_\_\_  
Joint Account Holder 2

\_\_\_\_\_  
Joint Account Holder 3

\_\_\_\_\_  
Participant

### E. Sub-Account Operating Instructions

1. Signatory(ies) to give instructions to the Participant pertaining to the operations of the Sub-Account. (Please specify Sub- Account operating instructions in the relevant column along with names and specimen signature(s) of authorised signatory(ies))

Name(s) of Signatory(ies)
(a) _____
(b) _____
(c) _____
(d) _____

Specimen Signature(s)
_____
_____
_____
_____

2. Sub-Account Operating Instructions: *[Please tick (✓) the appropriate box]*

Either (Singly) or Survivor  Attorney  Jointly [Any]  Any other Please specify: \_\_\_\_\_

### F. Bank Verification

The following information is required to be verified by the Bank Manager, only, where the Main Applicant is maintaining bank account:

#### Particulars of Main Applicant:

Bank Account Title: \_\_\_\_\_ CNIC No.:

Bank Account No.: \_\_\_\_\_

Address of Applicant: \_\_\_\_\_

Signature of Applicant: \_\_\_\_\_

We do hereby verify the above particulars and signature(s) of our above Account Holder(s): \_\_\_\_\_

Particulars of Bank Manager/Authorized Officer: \_\_\_\_\_

Name: \_\_\_\_\_ Contact No.(s): \_\_\_\_\_

Email: \_\_\_\_\_ 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(a). For, where applicable, pledging of my/our securities only with a Stock Exchange in 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 the 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 Main Account under the control of the Participant to my/our Sub-Account under another Main Account under the control of the Participant or to my/our Sub-Account under any Main Account which is under the control of another Participant or to my/our Investor Account;

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Participant

- e. Securities transactions which have 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
- h. Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time.

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

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

### 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:

1. 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 by-laws, 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 Applicant(s), if any) and the Participant or any authorized person of the Participant.
3. 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(s) from time to time in writing to the Participant shall reflect in the Sub-Account of such Sub-Account Holder(s).
6. The Book-entry Securities owned by the Sub-Account Holder(s) shall be exclusively entered in the Sub-Account of such Sub-Account Holder(s).
7. Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder(s) shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder(s) to the Participant in Part (G) above, pursuant to Section 12 and 24 of the Act. Such authorization shall constitute the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
8. Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder(s) 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.

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Participant

9. Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder(s) 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(s) 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(s) 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(s) by the Participant, the Sub-Account Holder(s) 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(s), the Participant shall have the right, subject to Clause 7 above and under prior intimation to the Sub-Account Holder(s) 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(s) 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(s) 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(s) 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(s) in every regard, without prejudice to his right of recovery of any dues or receivable(s) from the Sub-Account Holder(s).
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(s) 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(s) 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 acknowledgment receipt is provided to the Sub-Account Holder(s).

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Participant

### Declaration & Undertaking

I/We, the undersigned, hereby declare that:

- a) I/We am/are not minor(s);
- b) I/We am/are of sound mind;
- c) 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;
- d) I/We am/are not an undischarged insolvent;
- e) 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 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;
- g) 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
- h) 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 Holder(s) ("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/Web 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 hold 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](http://www.cdcaccess.com.pk) which shall be deemed to have been read and agreed to by the Users before signing this form.

### Applicant

Name of Applicant: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_ Signature: \_\_\_\_\_

### Joint Applicant No. 1

Name of Joint Applicant 1: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_ Signature: \_\_\_\_\_

### Joint Applicant No. 2

Name of Joint Applicant 2: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_ Signature: \_\_\_\_\_

\_\_\_\_\_ Account Holder

\_\_\_\_\_ Joint Account Holder 1

\_\_\_\_\_ Joint Account Holder 2

\_\_\_\_\_ Joint Account Holder 3

\_\_\_\_\_ Participant



### Joint Applicant No. 3

Name of Joint Applicant 3: \_\_\_\_\_

Date: \_\_\_\_\_ Place: \_\_\_\_\_ Signature: \_\_\_\_\_

For and on behalf of (In case if signed by the Attorney on behalf of the Applicant(s))

I/We hereby agree to admit the Applicant(s) as the Sub-Account Holder(s) in terms of the above Terms and Conditions as amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such Sub-Account.

Name of Participant: \_\_\_\_\_

Date: \_\_\_\_\_ Participant's Seal & Signature: \_\_\_\_\_

Witnesses:

1. Name: \_\_\_\_\_

Signature: \_\_\_\_\_ CNIC No.:

2. Name: \_\_\_\_\_

Signature: \_\_\_\_\_ CNIC No.:

Enclosures:

1. Attested copy of CNIC/NICOP/Passport of the Applicant/Joint Applicant(s)/Nominee(s) (as the case may be).
2. Duly notarised Power of Attorney\* (if applicable).
3. Zakat Declaration of the Applicant and the Joint Applicant(s) (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.

### H. For the Use of Participant Only

Particulars of Sub-Account Opening Form verified by : \_\_\_\_\_ Stamp: \_\_\_\_\_

Application:  Approved  Rejected

Signature (Authorized signatory): \_\_\_\_\_ Date: \_\_\_\_\_

Sub-Account No. issued: \_\_\_\_\_

Account opened by: \_\_\_\_\_

Saved by: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Posted by : \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Remarks (if any): \_\_\_\_\_

\_\_\_\_\_

Account Holder

Joint Account Holder 1

Joint Account Holder 2

Joint Account Holder 3

Participant



## Acknowledgment Receipt

Application No.: \_\_\_\_\_ Date of receipt: \_\_\_\_\_

I/We hereby confirm and acknowledge the receipt of duly filled and signed Sub-Account Opening Form from the following Applicant:

### [Insert Name of Applicant(s)]

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

### Participant's Seal & Signature:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Stock Exchange Branch:** Room # 634, 6th Floor,  
Stock Exchange Building, Stock Exchange Road, Karachi, Pakistan.  
Tel: +92 21 3242 7461, Fax: 92 21 3246 2640, 3241 5136

**Hyderabad Branch:** Ground Floor, State Life Building # 3,  
Thandi Sarak, Hyderabad, Pakistan.  
Tel: +92 22 273 0307 - 08, Fax: +92 22 273 0327

**Multan Branch:** Office # 608 – A, 6th Floor, The United Mall,  
Plot # 74, Abdali Road, Multan, Pakistan.  
Tel: +92 61 457 0260 - 66,68,69, Fax: +92 61 457 0267

**Faisalabad Branch:** Ground Floor, Mezan Executive Tower,  
Plot # 4, Liaquat Road, Faisalabad, Pakistan.  
Tel: +92 41 254 1900 - 8, Fax: +92 41 254 1909

**Lahore Branch:** Office No. 135-Y, 1st Floor, Street # 11,  
Phase-III, D.H.A., Lahore Cantt, Lahore, Pakistan.  
Tel: +92 42 3569 4687- 89, Fax: +92 42 3569 4617

**Peshawar Branch:** 1st Floor, SLIC Building # 34,  
The Mall Road, Peshawar Cantt, Peshawar, Pakistan.  
Tel : +92 91 528 5221 - 5

**Abbottabad Branch:** 1st Floor, Al-Fateh Shopping Centre,  
Opposite Radio Station, Abbottabad, Pakistan.  
Tel +92 992 408 193 - 97

**Islamabad Branch:** Room No. 413, 4th Floor,  
ISE Towers, 55-B, Jinnah Avenue, Islamabad, Pakistan.  
UAN: +92 51 111 574 111, Fax: +92 51 289 4417

### Head Office

6th Floor, Faysal House, Main Shahra-e-Faisal, Karachi, Pakistan.

website: [www.jsgcl.com](http://www.jsgcl.com)



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