

**“Annexure A”**

Place Logo  
Here!

**Name of Entity (Participant/TRE  
Certificate Holder)**

[Registered Address]

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

**CUSTOMER RELATIONSHIP FORM  
FOR INDIVIDUALS**

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

Nature of Account	Single	Joint
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Type of Account	Normal	Sahulat
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(Please use BLOCK LETTERS to fill the form)

I/We hereby apply for opening of my/our following account [please tick (✓) the appropriate box(es)] with [insert name of the Participant/TRE Certificate Holder]. My/our particulars are given as under:

- Trading Account** [Opening of Account for trading only]                       **Sub-Account** [Opening of Account for custody and settlement]  
 **Investor Account** [Opening of Account for custody and settlement]

A. REGISTRATION (AND OTHER) DETAILS OF MAIN APPLICANT (The information should be same as provided in the KYC Application Form)												
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport^)										MR. / MRS. / MS.		UKN No.
2. CNIC	<input type="checkbox"/>	SNIC	<input type="checkbox"/>	NICOP	<input type="checkbox"/>	ARC	<input type="checkbox"/>					
POC <input type="checkbox"/> Passport^ <input type="checkbox"/> No:												
[Please tick (✓) appropriate box]												
3. Details of Contact Person: [Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicant or their Attorney. However, Attorney shall not be a Participant/TRE Certificate Holder or its Director or Representative. Where Contact Person is the Main Applicant or any of the Joint Applicant, please only provide the name in (a) below and use the contact details of such Contact Person as provided in the KYC Application Form for CDS. Where Contact Person is an Attorney, please provide details in (a) to (h) below]												
(a) Name: MR. / MRS. / MS.												
(b) Mailing Address:												
(c) CNIC	<input type="checkbox"/>	SNIC	<input type="checkbox"/>	NICOP	<input type="checkbox"/>	ARC	<input type="checkbox"/>					
POC <input type="checkbox"/> No.												
[Please tick (✓) appropriate box]												
(d) Expiry date of CNIC//SNIC/NICOP/ARC/POC:												
(e) Passport details: ^ (For a foreigner)				Passport Number:				Place of Issue:				
				Date of Issue:				Date of Expiry:				
(f) Contact No:				(g) Fax: (optional)				(h) Email:(*)				
<ul style="list-style-type: none"> <li>Land Line No.:</li> <li>Local Mobile No. (*)</li> </ul>												

\*Where the Contact Person is resident, local mobile number shall be provided for the purpose of subscription to SMS as a mandatory requirement. Where the Contact Person is a non-resident, email address shall be provided for eAlert/eStatement from CDC as a mandatory requirement. In case the Contact Person is an Attorney, the Attorney shall receive such services. This information will also be used where any other service is subscribed under the CDC access.

Note: Permanent address of the Main Applicant as provided in the KYC Application Form shall be used for CDS purposes.

B. REGISTRATION (AND OTHER) DETAILS OF THE JOINT APPLICANT(S)^ (The information should be same as provided in the KYC Application Form)												
JOINT APPLICANT NO. 1												
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport)										MR. / MRS. / MS.		UKN No.
2. CNIC	<input type="checkbox"/>	SNIC	<input type="checkbox"/>	NICOP	<input type="checkbox"/>	ARC	<input type="checkbox"/>					
POC <input type="checkbox"/> Passport <input type="checkbox"/> No:												
[Please tick (✓) appropriate box]												
JOINT APPLICANT NO. 2												
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport)										MR. / MRS. / MS.		UKN No.
2. CNIC	<input type="checkbox"/>	SNIC	<input type="checkbox"/>	NICOP	<input type="checkbox"/>	ARC	<input type="checkbox"/>					
POC <input type="checkbox"/> Passport <input type="checkbox"/> No:												
[Please tick (✓) appropriate box]												
JOINT APPLICANT NO. 3												
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport)										MR. / MRS. / MS.		UKN No.
2. CNIC	<input type="checkbox"/>	SNIC	<input type="checkbox"/>	NICOP	<input type="checkbox"/>	ARC	<input type="checkbox"/>					
POC <input type="checkbox"/> Passport <input type="checkbox"/> No:												
[Please tick (✓) appropriate box]												

C. CUSTODY, CLEARING AND SETTLEMENT AGENT	
Primary Service Provider	<input type="checkbox"/> National Custodial Service [sub-account shall be opened and maintained with NCCPL]
	<input type="checkbox"/> Direct Settlement Service [Investor Account shall be opened and maintained with CDC]
	<input type="checkbox"/> Other: <u>please specify</u> [sub-account shall be opened and maintained with ( <u>name of service provider</u> )]

Investors not wishing to use one of the Primary Service Providers **must** strike out the preceding field, sign here and choose one of the Other Service Providers.

Other Service Provider	<input type="checkbox"/> Securities broker (Trading & Self-Clearing)
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D. OTHER ACCOUNT LEVEL INFORMATION		
1. Bank Details: The bank account information of the Main Applicant as provided in the KYC Form shall be used.		
2. Basis of Remittance [Please tick (✓) the appropriate boxes]	Repatriable	Non-Repatriable
Pakistan Origin	<input type="checkbox"/>	<input type="checkbox"/>
Foreigner	<input type="checkbox"/>	<input type="checkbox"/>

<b>3. Zakat Status:</b>		Please tick (✓) the appropriate box								
<i>[If, according to the Fiqh of the Applicant(s), Zakat is not deductible, then relevant Declaration on prescribed format shall be submitted by all the Applicant(s) with the concerned Participant/TREC Holder]. Non-Muslims shall submit an affidavit.</i>		<input type="checkbox"/>	Muslim Zakat deductible							
		<input type="checkbox"/>	Muslim Zakat non-deductible							
		<input type="checkbox"/>	Not Applicable							
<b>4. Particulars of nominee (Optional but if desired, nomination should only be made in case of sole individual and not joint account)</b> <i>[In case of death of IAS/Sub-Account Holder / Customer: Nomination may be made in terms of requirements of Section 79 of the Companies Act, 2017, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the IAS/Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter.]</i>	(a) Name of Nominee:									
	(b) Relationship with Main Applicant: <i>[Please tick (✓) appropriate box]</i>		<input type="checkbox"/>	Spouse	<input type="checkbox"/>	Father	<input type="checkbox"/>	Mother		
			<input type="checkbox"/>	Brother	<input type="checkbox"/>	Sister	<input type="checkbox"/>	Son		
			<input type="checkbox"/>	Daughter						
	(c) CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC <input type="checkbox"/> No:		<i>[Please tick (✓) appropriate box]</i>							
(d) Expiry date of CNIC /SNIC/ NICOP / ARC / POC:		Passport Number:								
(e) Passport details: <i>(In case of a foreigner or a Pakistani origin)</i>		Place of Issue:								
		Date of Issue:								
		Date of Expiry:								
<b>E. CDC access:</b> CDC provides <b>FREE OF COST</b> services under CDC access whereby Sub-account holders/IAS account holders can have real time access to their account related information.										
1. Do you wish to subscribe to free of cost IVR Service? <i>[Please tick (✓) the appropriate box]</i>		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No					
2. Do you wish to subscribe to free of cost Web Service? <i>[Please tick (✓) the appropriate box]</i>		<input type="checkbox"/>	Yes	<input type="checkbox"/>	No					
<b>3. If you are subscribing to IVR and/or Web Service, please provide following details of your Contact Person:</b>										
(a) Date of Birth	D	D	/	M	M	/	Y	Y	Y	Y
(b) Mother's Maiden Name:										
<b>F. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES</b>										
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:										
<ul style="list-style-type: none"> <li>a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;</li> <li>b. For pledge securities transactions with the Clearing House relating to any of my/our underlying market transactions (trades) to be settled through the Clearing Company from time to time;</li> <li>c. For, where applicable, pledging of my/our securities only with a Clearing House in accordance with the requirements of regulations of such Clearing House 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;</li> <li>d. For, where applicable, pledging of my/our securities only with a Securities Exchange in accordance with the requirements of regulations of the Securities Exchange for meeting base minimum capital requirements;</li> <li>e. For the recovery of payment against any underlying market purchase transactions made by me/us from time to time;</li> <li>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;</li> <li>e. Securities transactions which has been made by way of a gift of Securities by me/us to my/our Family Members or other persons in accordance with the CDC Regulations from time to time;</li> <li>f. For the recovery of any charges or losses against any or all of the above transactions carried out by me/ us or services availed; and/or</li> <li>g. Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time.</li> </ul>										
Specific authority on 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.										
<b>Note:</b> Please note that above shall serve as a standing authorization to the Participant for handling of Book-entry Securities owned by the undersigned Sub-Account Holder(s) and entered in his/her/their Sub-Account maintained with the Participant. Handling of Book-entry Securities for all other purposes should however require specific authority in writing from the undersigned Sub-Account Holder(s) in favour of the Participant. For handling of Book-entry Securities worth Rs. 500,000/- and above, the above mentioned specific authority shall be obtained on non-judicial stamp paper.										
<b>G. OPERATING INSTRUCTIONS</b>										
<b>1. Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to the operations of the IAS / Sub-Account / Trading Account.</b>  <i>(Please specify Investor account, sub- account and trading account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)</i>		<b>Names of Signatory(ies)</b>			<b>Specimen Signatures</b>					
		(a)								
		(b)								
		(c)								
		(d)								
<b>2. IAS/Sub-Account Operating Instructions in writing:</b> [Please (✓) appropriate box]		<input type="checkbox"/>	Singly (Either or Survivor)		<input type="checkbox"/>	Attorney				
		<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>							
<b>3. Trading Account Operating Instructions:</b> [Please (✓) appropriate box]		<input type="checkbox"/>	Singly		<input type="checkbox"/>	Attorney				
		<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>							
<b>H. SIGNATURES</b>										
Name of Applicant:			Date:	Signature:						
Name of Joint Applicant No 1:			Date:	Signature:						
Name of Joint Applicant No 2:			Date:	Signature:						
Name of Joint Applicant No 3:			Date:	Signature:						

														Place:				
I/we hereby agree to admit the Applicant(s) as the IAS/Sub-Account Holder(s) in terms of the enclosed Terms and Conditions as amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such IAS/Sub-Account.																		
<b>Name of Participant/TREC Holder:</b>														<b>Date:</b>				
<b>Participant's/TREC Holder's Seal &amp; Signature:</b>																		
<b>Witnesses:</b>																		
<b>1. Name:</b>																		
Signature:				CNIC No:														
<b>2. Name:</b>																		
Signature:				CNIC No:														

**Enclosures\*:**

1. Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport<sup>^</sup> of the Applicants / Joint Applicants / nominee(s) and Attorney (as the case may be).
2. Attested Copy of Power of Attorney (if applicable), duly attested by notary public.
3. Copy of Zakat Declaration of the Applicant and the Joint Applicant (if applicable). In case of Non-Muslim, an affidavit shall be submitted.
4. Terms & Conditions of relevant service provider, as applicable.
5. Tripartite Agreement of relevant service provider, as applicable.

\* **Note:** Non-resident/ foreigners shall submit the documents duly attested by either notary public or Consul General of Pakistan having jurisdiction over the Applicant(s).

<sup>^</sup> Not applicable for opening Sahulat Accounts for individuals who wish to undergo simplified KYC. Such customers may keep custody of securities worth Rs.500,000 or less and shall not in a given day buy or sell securities worth more than Rs.500,000, i.e. gross trading in a day cannot exceed Rs.1 million while net trading may be Rs.500,000 or less.

<b>I. FOR THE USE OF PARTICIPANT/TREC HOLDER ONLY</b>																	
Particulars of Customer Relationship Form verified by :																	
Application:		<input type="checkbox"/>	Approved		<input type="checkbox"/>	Rejected		Signature: (Authorized signatory)/Stamp						Date:			
IAS/Sub-Account no. issued:																	
<b>IAS/Sub-Account /Trading Account opened by:</b>																	
Saved by:						Posted by:											
Signature:				Date:		Signature:				Date:							
Remarks: (if any)																	

<b>ACKNOWLEDGEMENT RECEIPT</b>																	
Application No:										Date of receipt:							
<i>I/We hereby confirm and acknowledge the receipt of duly filled and signed Customer Relationship Form from the following Applicant:</i>																	
[Insert Name of Applicant(s)]										<b>Participant's / TREC Holder Seal &amp; Signature:</b>							
<b>1.</b>																	
<b>2.</b>																	
<b>3.</b>																	
<b>4.</b>																	

## **TERMS AND CONDITIONS**

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

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

### **GENERAL TERMS AND CONDITIONS**

1. All Trades, Transactions, including non-Exchange Transactions, Derivative Contracts and deals (jointly referred to as "Transactions") between the Parties and Clearing and Settlement thereof and opening, maintenance and operations of Sub-Account in the CDS shall be subject to the Securities Act, 2015, Central Depositories Act, 1997, PSX Regulations, CDC Regulations, CKO Regulations, 2017, NCCPL Regulations and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Policies and Guidelines (as amended) issued by Pakistan Stock Exchange Limited ("PSX"), Central Depository Company of Pakistan Limited ("CDC") and National Clearing Company of Pakistan Limited ("NCCPL") and any Circulars, Directives, and Notifications issued thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
2. The Broker/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)/Customer(s) during working hours. The Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of the Exchange, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
3. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
4. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
5. The Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
6. Subject to applicable laws, the Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose the same to any third party. However, in case the Commission, Exchange, CDC or any competent authority under the law, as the case may be, requires any such information, the Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
7. The Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
8. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Broker. Upon receipt of instruction from the Customer, the Participant/Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s). In case of any change in the Participant's/Broker's address or contact numbers or any other related information, the Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
9. Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the Broker/Participant to the Sub-Account Holder(s)/Customer(s).
10. The Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his / its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from his Sub-Account.
11. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Broker/TREC Holder" respectively.
12. The Broker/Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through him and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.
13. The Participant/Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

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

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

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

### **TERMS AND CONDITIONS FOR TRADING ACCOUNT**

1. In case any dispute in connection with the Transaction between the Broker and the Customer is not settled amicably, either Party may refer the same to the Arbitration in accordance with the arbitration procedures prescribed in PSX Regulations. The decision of arbitrators shall be binding on both the Parties subject to their rights of appeal in the manner provided in PSX Regulations, if exercised. The name and other relevant particulars of the Customer shall be placed on Exchange's website accessible to Brokers if the Customer fails or refuses to abide by or carryout any arbitration award passed against him and the Customer shall have no objection to the same.
2. The assets deposited as margin by a Customer with the Broker shall only be used by the Broker for the purposes of dealing in securities through the Exchange on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.

3. The Broker may deposit credit amount of the Customers in a separate profit-bearing bank account under intimation to such Customers and shall distribute such profit to the Customers unless specified otherwise in writing on non-judicial stamp paper by the Customers.
4. The Broker shall be authorized to act on the instructions of the Customers given through any of the following modes of communication unless specifically designated by the Customer in the Form:
  - (a) Telephonic communication over a dedicated telephone line(s) routed through centralized call recording system;
  - (b) Email/SMS/Fax/Letter on the authorized email address/mobile/fax/address of the Brokers;
  - (c) Verbal orders placed through personal appearance in the registered office subject to receipt of written acknowledgement of such in-person orders by Brokers.
5. The Broker shall make out the Contract Note (physical or electronic form) to the Customers in respect of trades executed on their behalf based on their order instructions not later than the start of next trading day as required under the Securities Brokers (Licensing and Operations) Regulations, 2016 through any of the following acceptable modes of communication unless specifically designated by the Customer in the Form:
  - (a) Recognized courier service;
  - (b) Registered Post at given correspondence address;
  - (c) Facsimile number provided on the Form;
  - (d) By hand subject to receipt/acknowledgement; or
  - (e) Email provided on the Form in case of Electronic Contract Note.

All such transactions recorded by the Broker in the prescribed manner shall be conclusive and binding upon the Customer unless the Customer raises observation relating to any error in the Contract Note within one trading day of the receipt of such Contract Note.

In the event of any dispute relating to order placement or executing of orders, the burden of proof shall be on the Brokers to establish the authenticity of such order placement or execution thereof.

6. In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), the Broker shall have absolute discretion to liquidate the Customer's outstanding positions including the securities purchased and carried in such account to meet the margin shortfall without further notice to the Customer.
7. The Broker shall be responsible for the payment of any credit cash balance available in the account of the Customer through cross cheques or other banking channels (instruments) only within 1 trading day of the request of the Customer subject to the maintenance of the margin requirements.
8. The Customer is aware that in the event of his non-payment on settlement day against securities bought on his account, the Broker may transfer such securities to its Collateral Account under intimation to the Exchange.
9. The Broker shall accept from the Customer payments through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other banking channels drawn on Customer's own bank account in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Broker through banks would be regarded as good as cheque. The Broker shall provide the receipt to the Customer(s) in the name of the Customers duly signed by its authorized agents/employee and the Customer(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Customer(s), specifically mentioning if payment is for margin or the purchase of securities. The 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 trading day such instances with rationale thereof to the Exchange in accordance with the mechanism prescribed by the Exchange.
10. The Brokers shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period prescribed under the Securities Brokers (Licensing and Operations) Regulations, 2016.
11. The Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities ledgers as back office and CDC Sub-Account records along with reconciliation of any differences therein through any of the aforesaid modes of communication. In case of any discrepancy in the ledger statement, the Customer shall inform the Broker within 7 days of receipt of the quarterly account statement to remove such discrepancy. Further, the Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
12. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
13. The Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by the Exchange.

#### DECLARATION & UNDERTAKING

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

- a) **I/We am/are not minor(s);**
- b) **I/We am/are of sound mind;**
- c) **I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment to any financial institution and that I/We have not compounded with my/our creditors;**
- d) **I/We am/are not an undischarged insolvent;**
- e) **I/We confirm 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 and Trading Account;**
- f) **The information furnished in this form is complete, valid, true and correct to the best of my/our knowledge and I/We shall inform the Broker/Participant immediately in writing of any change therein;**
- g) **In case any of the above information is found to be false or misleading or suspension of any material fact, will render my/our Sub-Account/Trading Account liable for termination and I/We shall be subject to further action under the law;**
- h) **All the documents filed/submitted by me/us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives and are in accordance with the applicable law; and**
- i) **I/We hereby now apply for opening, maintaining, operation of IAS/Sub-Account and Trading Account with the Participant/TREC Holder.**

#### DISCLAIMER FOR CDC ACCESS SERVICES

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

Signatures:

Main Applicant  
Holder

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant/TREC

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**“Annexure B”**

Place Logo  
Here!

**Name of Entity (Participant/TRE  
Certificate Holder)**

[Registered Address]

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

**CUSTOMER RELATIONSHIP FORM  
FOR COMPANY AND OTHER BODY CORPORATE  
(Please Also Fill KYC APPLICATION FORM)**

*(Please use BLOCK LETTERS to fill the form)*

We hereby apply for opening of our following account [please tick (✓) the appropriate box(es)] with [insert name of the Participant/TRE Certificate Holder]. Our particulars are given as under:

- Trading Account** [Opening of Account for trading only]                       **Sub-Account** [Opening of Account for custody and settlement]  
 **Investor Account** [Opening of Account for custody and settlement]

**A. REGISTRATION (AND OTHER) DETAILS OF APPLICANT (The information should be same as provided in the KYC Application Form)**

**1. Full name of Applicant (As per constitutive documents)** **UKN No.**

**2. Registration Number / Unique Identification Number (“UIN”):**

Email address of the Company/Body Corporate (Applicant) shall be provided in the KYC Application Form for eAlert/eStatement from CDC as a mandatory requirement. This information will also be used where any other service is subscribed under the CDC access. Details of Contact Person as provided in the KYC Application Form shall be used for CDS.

**B. CUSTODY, CLEARING AND SETTLEMENT AGENT**

**Primary Service Provider**     National Custodial Service [sub-account shall be opened and maintained with NCCPL]  
 Direct Settlement Service [Investor Account shall be opened and maintained with CDC]  
 Other: *please specify* [sub-account shall be opened and maintained with *(name of service provider)* ]

*Investors not wishing to use one of the Primary Service Providers **must** strike out the preceding field, sign here and choose one of the Other Service Providers.*

**Other Service Provider**     Securities broker (Trading & Self-Clearing)

**C. OTHER ACCOUNT LEVEL INFORMATION**

**1. Bank Details:** The bank account information of the Main Applicant as provided in the KYC Form shall be used.

2. Basis of Remittance [Please tick (✓) the appropriate boxes]		Repatriable	Non-Repatriable
	Pakistan Origin	<input type="checkbox"/>	<input type="checkbox"/>
	Foreign	<input type="checkbox"/>	<input type="checkbox"/>

**D. CDC access**

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

<b>1. Do you wish to subscribe to free of cost IVR Service?</b> [Please tick (✓) the appropriate box]	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
<b>2. Do you wish to subscribe to free of cost Web Service?</b> [Please tick (✓) the appropriate box]	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

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

(a) Date of Birth    D    D    /    M    M    /    Y    Y    Y    Y

(b) Mother’s Maiden Name:

**E. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES**

I/we the undersigned, hereby give 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 our Sub-Account maintained with the Participant for securities transactions that are exclusively meant for the following purposes:

- For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;
- For pledge securities transactions with the Clearing House relating to any of our underlying market transactions (trades) to be settled through the Clearing Company from time to time;
- For, where applicable, pledging of our securities only with a Clearing House in accordance with the requirements of regulations of such Clearing House 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;
- For, where applicable, pledging of our securities only with a Securities Exchange in accordance with the requirements of regulations of the Securities Exchange for meeting base minimum capital requirements;
- For the recovery of payment against any underlying market purchase transactions made by us from time to time;
- Movement by us from time to time of our Book-entry Securities from our Sub-Account under the Main Account under the control of the Participant to our Sub-Account under another Main Account under the control of the Participant or to our Sub-Account under any Main Account which is under the control of another Participant or to our Investor Account;
- For the recovery of any charges or losses against any or all of the above transactions carried out by us or services availed; and/or
- Delivery Transaction made by us for any other purposes as prescribed by the Commission from time to time.

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

**Note:** Please note that above shall serve as a standing authorization to the Participant for handling of Book-entry Securities owned by the undersigned Sub-

Account Holder(s) and entered in their Sub-Account maintained with the Participant. Handling of Book-entry Securities for all other purposes should however require specific authority in writing from the undersigned Sub-Account Holder(s) in favour of the Participant. For handling of Book-entry Securities worth Rs. 500,000/- and above, the above mentioned specific authority shall be obtained on non-judicial stamp paper.

**F. OPERATING INSTRUCTIONS**

1. Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to the operations of the IAS / Sub-Account / Trading Account.  <i>(Please specify Investor account, sub- account and trading account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)</i>	Names of Signatory(ies)		Specimen Signatures
	(a)		
	(b)		
	(c)		
	(d)		
2. IAS/Sub-Account Operating Instructions in writing: [Please (✓) appropriate box]	<input type="checkbox"/>	Singly	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	
3. Trading Account Operating Instructions: [Please (✓) appropriate box]	<input type="checkbox"/>	Singly	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	

G. Authorized Signatories of the Applicant	Date & Place:

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

<b>Name of Participant/TREC Holder:</b>	<b>Date:</b>
<b>Participant's/TREC Holder's Seal &amp; Signature:</b>	
<b>Witnesses:</b>	
<b>1. Name:</b>	
Signature:	CNIC No: _____ - _____
<b>2. Name:</b>	
Signature:	CNIC No: _____ - _____

**Enclosures\*:**

1. Certified copy of Board Resolution/Power of Attorney (specimen provided as per Annexure-A below).
2. Copies of valid Computerized National Identity Cards/NICOP/Passports of the Authorized Signatories.
3. Certified copies of Constitutive Documents of the Applicant (Memorandum & Articles of Association, Act/Charter/Statute/Bylaws/Rules & Regulations, Certificate of Incorporation, Certificate of commencement of business, Prospectus for Modaraba, relevant licences and registration issued by regulatory bodies etc.).
4. Certified copy of NTN Certificate.
5. Certified copy of list of Directors/Trustees (if applicable).
6. Terms & Conditions of relevant service provider, as applicable.
7. Tripartite Agreement of relevant service provider, as applicable.

\* Note: Non-resident/ foreigners shall submit the documents duly attested by either notary public or Consul General of Pakistan having jurisdiction over the Applicant(s).

**H. FOR THE USE OF PARTICIPANT/TREC HOLDER ONLY**

Particulars of Customer Relationship Form verified by :			
Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected	Signature: (Authorized signatory)/Stamp
Date:			
IAS/Sub-Account no. issued:			
<b>IAS/Sub-Account /Trading Account opened by:</b>			
Saved by:		Posted by:	
Signature:	Date:	Signature:	Date:
Remarks: (if any)			

**ACKNOWLEDGEMENT RECEIPT**

Application No:	Date of receipt:
<i>I/We hereby confirm and acknowledge the receipt of duly filled and signed Customer Relationship Form from the following Applicant:</i>	
[Insert Name of Applicant(s)]	<b>Participant's / TREC Holder Seal &amp; Signature:</b>
1.	
2.	
3.	
4.	

## **TERMS AND CONDITIONS**

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

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

### **GENERAL TERMS AND CONDITIONS**

1. All Trades, Transactions, including non-Exchange Transactions, Derivative Contracts and deals (jointly referred to as "Transactions") between the Parties and Clearing and Settlement thereof and opening, maintenance and operations of Sub-Account in the CDS shall be subject to the Securities Act, 2015, Central Depositories Act, 1997, PSX Regulations, CDC Regulations, CKO Regulations, 2017, NCCPL Regulations and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Polices and Guidelines (as amended) issued by Pakistan Stock Exchange Limited ("PSX"), Central Depository Company of Pakistan Limited("CDC") and National Clearing Company of Pakistan Limited("NCCPL") and any Circulars, Directives, and Notifications issued thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
2. The Broker/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)/Customer(s) during working hours. The Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of the Exchange, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
3. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
4. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
5. The Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
6. Subject to applicable laws, the Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose the same to any third party. However, in case the Commission, Exchange, CDC or any competent authority under the law, as the case may be, requires any such information, the Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
7. The Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
8. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Broker. Upon receipt of instruction from the Customer, the Participant/Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s). In case of any change in the Participant's/Broker's address or contact numbers or any other related information, the Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
9. Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the Broker/Participant to the Sub-Account Holder(s)/Customer(s).
10. The Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his / its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from his Sub-Account.
11. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Broker/TREC Holder" respectively.
12. The Broker/Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through him and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.
13. The Participant/Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

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

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

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

### **TERMS AND CONDITIONS FOR TRADING ACCOUNT**

1. In case any dispute in connection with the Transaction between the Broker and the Customer is not settled amicably, either Party may refer the same to the Arbitration in accordance with the arbitration procedures prescribed in PSX Regulations. The decision of arbitrators shall be binding on both the Parties subject to their rights of appeal in the



- manner provided in PSX Regulations, if exercised. The name and other relevant particulars of the Customer shall be placed on Exchange's website accessible to Brokers if the Customer fails or refuses to abide by or carryout any arbitration award passed against him and the Customer shall have no objection to the same.
2. The assets deposited as margin by a Customer with the Broker shall only be used by the Broker for the purposes of dealing in securities through the Exchange on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
  3. The Broker may deposit credit amount of the Customers in a separate profit-bearing bank account under intimation to such Customers and shall distribute such profit to the Customers unless specified otherwise in writing on non-judicial stamp paper by the Customers.
  4. The Broker shall be authorized to act on the instructions of the Customers given through any of the following modes of communication unless specifically designated by the Customer in the Form:
    - (a) Telephonic communication over a dedicated telephone line(s) routed through centralized call recording system;
    - (b) Email/SMS/Fax/Letter on the authorized email address/mobile/fax/address of the Brokers;
    - (c) Verbal orders placed through personal appearance in the registered office subject to receipt of written acknowledgement of such in-person orders by Brokers.
  5. The Broker shall make out the Contract Note (physical or electronic form) to the Customers in respect of trades executed on their behalf based on their order instructions not later than the start of next trading day as required under the Securities Brokers (Licensing and Operations) Regulations, 2016 through any of the following acceptable modes of communication unless specifically designated by the Customer in the Form:
    - (a) Recognized courier service;
    - (b) Registered Post at given correspondence address;
    - (c) Facsimile number provided on the Form;
    - (d) By hand subject to receipt/acknowledgement; or
    - (e) Email provided on the Form in case of Electronic Contract Note.

All such transactions recorded by the Broker in the prescribed manner shall be conclusive and binding upon the Customer unless the Customer raises observation relating to any error in the Contract Note within one trading day of the receipt of such Contract Note.

In the event of any dispute relating to order placement or executing of orders, the burden of proof shall be on the Brokers to establish the authenticity of such order placement or execution thereof.

6. In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), the Broker shall have absolute discretion to liquidate the Customer's outstanding positions including the securities purchased and carried in such account to meet the margin shortfall without further notice to the Customer.
7. The Broker shall be responsible for the payment of any credit cash balance available in the account of the Customer through cross cheques or other banking channels (instruments) only within 1 trading day of the request of the Customer subject to the maintenance of the margin requirements.
8. The Customer is aware that in the event of his non-payment on settlement day against securities bought on his account, the Broker may transfer such securities to its Collateral Account under intimation to the Exchange.
9. The Broker shall accept from the Customer payments through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other banking channels drawn on Customer's own bank account in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Broker through banks would be regarded as good as cheque. The Broker shall provide the receipt to the Customer(s) in the name of the Customers duly signed by its authorized agents/employee and the Customer(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Customer(s), specifically mentioning if payment is for margin or the purchase of securities. The 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 trading day such instances with rationale thereof to the Exchange in accordance with the mechanism prescribed by the Exchange.
10. The Brokers shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period prescribed under the Securities Brokers (Licensing and Operations) Regulations, 2016.
11. The Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities ledgers as back office and CDC Sub-Account records along with reconciliation of any differences therein through any of the aforesaid modes of communication. In case of any discrepancy in the ledger statement, the Customer shall inform the Broker within 7 days of receipt of the quarterly account statement to remove such discrepancy. Further, the Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
12. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
13. The Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by the Exchange.

#### DECLARATION & UNDERTAKING

We, the undersigned Applicants, hereby declare that:

- a) We are not in receivership, court-appointed managership or under winding-up or under any analogous form of administration;
- b) We are not applied to be adjudicated as an insolvent and that we have not suspended payment and that we have not compounded with our creditors;
- c) We are not an undischarged insolvent;
- d) None of our chief executive, directors or other officers have, at any time within 5 years before making this application, been convicted of an offence involving moral turpitude or a non-cognisable offence against any law in connection with our business, professional or commercial activities;
- e) We confirm having read and understood the above Terms and Conditions and 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 and Trading Account;
- f) We, being the Applicant, hereby further confirm that all the information contained in this form is true and correct to the best of our knowledge as on the date of making this application;
- g) We further agree that any false/misleading information by us or suspension of any material fact will render our Sub-Account/ Trading Account liable for termination and further action under the law;
- h) We specifically declare and undertake that all the documents filed/submitted by us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives (or, where applicable, officers of the foreign company concerned) and are in accordance with the applicable law; and
- i) We hereby now apply for opening, maintaining, operation of Sub-Account and Trading Account with the Participant/ TREC Holder.

#### DISCLAIMER FOR CDC ACCESS SERVICES

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

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

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

Signatures:

Authorized signatories of the Applicant

Participant/TREC Holder

\_\_\_\_\_

\_\_\_\_\_

**Annexure-A**

**Board Resolution**

**"RESOLVED** that an application be made on behalf of \_\_\_\_\_ (name of entity) to \_\_\_\_\_ ("broker") for opening an Account and for the afore-said purpose the Customer Relationship Form including Terms and Conditions as set out herein be executed on behalf of \_\_\_\_\_ (name of entity).

**FURTHER RESOLVED** that Mr. /Ms. \_\_\_\_\_ and Mr. /Ms. \_\_\_\_\_ be and are hereby authorized and empowered, either singly/jointly for and on behalf of \_\_\_\_\_ (name of entity) to sign and execute and deliver this Customer Relationship Form and Terms & Conditions and other documents in connection therewith, and to do any other act, deed or thing for and on behalf of \_\_\_\_\_ (name of entity) in respect of company's application for opening an Account.

**FURTHER RESOLVED** that Mr./Ms. \_\_\_\_\_ and Mr./Ms. \_\_\_\_\_ be and are hereby authorized and empowered, either singly/jointly to represent to the broker on all matters pertaining to the maintenance and operation of the Account, to deal, liase and correspond with broker and give instructions to fulfill all the responsibilities and obligations to broker under the Law, Rules and Regulations and the Terms & Conditions in relation to the Account from time to time, and to deal with other incidental and ancillary acts, things and deeds".

Signatures of the Directors

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

Date of Resolution: \_\_\_\_\_