

# **ABA ALI HABIB SECURITIES PRIVATE LIMITED**

TREC Holder Pakistan Stock Exchange. Participant ID: 162, SECP Broker Registration # BRK-102 Suite # 419,419-A, 421 4th Floor Pakistan Stock Exchange Building, Stock Exchange Road, Karachi. Room # 505 Fifth Floor, Business Plaza, Mumtaz Hassan Road, Off: II Chundrigar Road Karachi

> EQUITY TRADING Know Your Customers Form

Individual

## Client Name:

Application Form No.:
TRE Certificate No.:
Securities Broker Registration No.:
CDS Participant ID:
Sub-Account No:
Trading Account No.:
Investor Account No.:
UKN No.:



# **ABA ALI HABIB SECURITIES PRIVATE LIMITED**

TREC Holder Pakistan Stock Exchange. Participant ID: 162, SECP Broker Registration # BRK-102 Suite # 419,419-A, 421 4th Floor Pakistan Stock Exchange Building, Stock Exchange Road, Karachi. Room # 505 Fifth Floor, Business Plaza, Mumtaz Hassan Road, Off: II Chundrigar Road Karachi KNOW YOUR CUSTOMER (KYC) APPLICATION FORM

A. IDENTITY DET	TAILS OF APPLICANT								
1. Full name of Appl	icant (As per CNIC/SNIC	C/NICOP/ARC/POC/Passport	t) Mr. /	' Mrs. / Ms.					
2. Father's / Husban	d's Name:								
3. a. Nationality:		b. Marital status:	Single	Ma	arried	c. Status:	esident 🗌		Non-Resident
4. a. CNIC/ SNIC/NIC	COP/ARC/POC No:								
b. Expiry date:		C. Date of Issue:							
5. Passport details:		Passport Number:				Place of Issue:			
For a foreigner or a ı	non-resident Pakistani)	Date of Issue:				Date of Expiry:			
6. Date of Birth									
B. ADDRESS DET 1.(a)Mailing Address	AILS OF APPLICANT s:								
		City/Town/Village:		Province	e/State:		Count	ry:	
(b) Tel. (Off.)*:	(c) Tel. (Res.)*:	(d) Mobile**:		(e) Emai	il* <u>*:</u>		(f) Fax	*:	
Specify the proof of	ddress submitted for r	mailing address:							
2. (a)Permanent Add	ress:								
		City/Town/Village:			Province/	State:	Count	ry:	
(b) Tel. (Off.)*:	(c) Tel. (Res.)*:	(d) Mobile:			(e) Fax*:		(f) Em	ail (	If any):
Specify the proof of a C. OTHER DETAIL	ddress submitted for per	rmanent address:							
	come Details (please spec	ify): up to Rs. 100,000 Rs. 100,001 - Rs.				Rs. 500,000 Rs. 1,000,000			01 - Rs. 2,500,000 2,500,000
2. Source of Incom	e:								
3. Shareholder's/ L	Jnit Holder's Category:			INDIVI	DUAL				
4. (a) Occupation:		Agriculturist	E	Business		Housewife			Household
[Please tick ( 🖌 ) the	appropriate	Retired Person	S	Student		Business Executive			Industrialist
box]		Professional	S	Service		Govt. /Public Sector			Others (Specify)
(b) Name of Employ (Include symbol if e	yer / Business: mployer listed company	·)	(	c) Job Title /	Designation	ו:	(d) Depar	tme	ent:
(e) Address of Empl		,							
D. BANK DETAIL	S***								
Bank Name:				IBA	N No.:				
E. DECLARATION				I					
changes therein, in held liable for it. I hereby, uncondit an Annexure to th I hereby acknowle prescribed under (	mmediately. In case any ionally and irrevocably, is KYC Application Form dge that I was informed CKO Regulations, 2017 a	furnished above is true and of the above information is declare, confirm and acknow duly provided to me by the d by the Authorized Intermed nd are also available on the v re any different from the on	found vledge Author diary at website	to be untrue having read i ized Interme t the time of e of CKO, furt	e or false or in full and u diary at the filing this K her, I have u	misleading or misrep inderstood the relevan time of filing of this k YC Application Form t no doubt or concern th	resenting, I Int terms and CYC Applicat That these to That the term	am d co tior erm	aware that I may be onditions attached as a Form. Ins and conditions are nd conditions shared
 Signature of the A		(dd/mm/yyy	y)	-		ant as per CNIC/SNIC le if Applicant signati			

FU	IR OFFICE USE ONLY			
-	-		t terms and conditions attached as an Anne	xure to this KYC Application Form to the
	Customer at the time of filing of			
-			ng this KYC Application Form regarding the a	
			m and acknowledge that I have no doubt o when compared with the terms and condi	
	and available at CKO's website		when compared with the terms and condi	tions specified in CKO Regulations, 2017
_	Authorized Signatory			mp of the Authorized Intermediary
* Optiona				inp of the Authorized Interinedially
*** IBAN :	shall be mandatory for all Customers subject to any ex	xception available under applicable laws, rules, regulations etc.	r is Mandatory and Email is Optional. Incase of SNIC where country	of stay is not Pakistan, email will be mandatory.
Term	ns & Conditions of the KY	'C Application Form:		
1.			meaning as ascribed to them in the Central	
2.			n addition to and not in derogation of the	requirements prescribed under Anti-Mone
•		ncing of Terrorism Regulations, 2020.		
3.			mail address of the Customer, as stated on	
4.			be liable for losses, damages, liabilities, co	•
		ng its KYC Information to Authorized I	ntermediaries or the CKO due to any reas	sons whatsoever including its unauthorize
	disclosure.			
5.	The Customer undertakes to inde	emnify the CKO against any losses, dam	ages, liabilities, costs or expenses suffered	or incurred by CKO, including any legal cos
	and claims by third parties, as a	result of any inaccuracy, misrepresenta	tion, misstatement or incorrect details in t	ne information supplied by the Customer
	any omission in such information	or any other contravention or violation	n of the Centralized KYC Organization Regul	ations
6.	The Customer agrees that in the	event that he does not abide by the t	imelines prescribed in the Centralized KYC	Organization Regulations for submission
	information and confirmation to	the NCCPL, the NCCPL shall be author	ized to take action as prescribed in the Ce	ntralized KYC Organization Regulations. The
	Customer undertakes that it shal	I hold CKO harmless and that CKO shall	not be liable for any losses, damages, liabi	ities, costs or expenses suffered or incurre
	by the Customer as a result of su	ch actions.		
7.	The Customer agrees that CKO r	nay hold, store and process its KYC Inf	ormation on the KYC Information System a	nd KYC Database in connection with its K
	functions under the Centralized k	(YC Organization Regulations. The Custo	omer also agrees that CKO may disclose its I	(YC Information as permitted under the CK
	Regulations and such other disclo	osures as may be reasonably necessary	for compliance with any other laws or regu	latory requirements.
8.	The Customer acknowledges that	at KYC Information System and KYC Da	tabase, including but not limited to all the	information contained therein is the leg
	property of CKO.			
9.		gree to pay CKO the fees and charges as	prescribed by CKO from time to time in res	spect of its KYC functions.
10.			nd conditions at any time and will endeavor	
	feasible for such changes.		,	, , , , , , , , , , , , , , , , , , ,
11.	•	s that it shall be bound by and acts in ac	cordance with the provisions of the Central	ized KYC Organization Regulations.
	=	be governed by the laws of Pakistan.		
	nents enclosure			
. No.	Salaried Person	Business Person	Student/Housewife	Others
	CNIC of all concerned persons	CNIC of all concerned persons	CNIC of all concerned persons	CNIC of all concerned persons
	Bank Statement	Bank Statement	Bank Statement	Bank Statement
	Employee Card	Business card	Source of income of beneficial owner w	
	Salary Slip	Annual income disclosure at	salaried person as per its relevant docu	
		letterhead	and of business person	letterhead
	FBR Tax Return	FBR Tax Return	FBR Tax Return	FBR Tax Return
	Zakat Declaration Form	Zakat Declaration Form	Zakat Declaration Form	Zakat Declaration Form

FACTA Disclosure

Signature of the Applicant

FACTA Disclosure

FACTA Disclosure

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Signature of the Authorized Person

FACTA Disclosure

TREC Holder Pakistan Stock Exc Suite # 419,419-A, 421 4th Floor	SECURITIES PRIVA change. Participant ID: 162, SECP Broker R r Pakistan Stock Exchange Building, Stock ess Plaza, Mumtaz Hassan Road, Off: II Ch CUSTOMER RELATIONSHIP FORM INDIVIDUALS	Registration # BRK-102 Exchange Road, Karachi. nundrigar Road Karachi
Please Also Fill KYC APPLICATION FORM for Main and Je	oint Applicants)	
Nature of Account Single Joint		
(Please u I/We hereby apply for opening of my/our following account [ 1. Trading & Sub-Account [Opening of Account with Secu 2. Investor Account with CDC 3. Sub-Account with Participant 4. Trading Account [Opening of Account with a Securities Note: In case applicant chooses option # 4 above, then he/sh Subscribe to Direct Settlement Services (D Subscribe to National Custodial Services ( Others (please specify e.g. CCM/ NBCM)	urities Broker for trading, custody and settl s Broker for trading purpose only] e shall choose any of the following: DSS) with CDC	
A. REGISTRATION (AND OTHER) DETAILS OF MAIN APPLICAN	NT (The information should be same as pr	ovided 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 SNIC NICOP ARC POC Passport No. [Please tick ( ) appropriate box]		
3. Details of Contact Person: [Note: Contact Person shall not be the person other than the M not be a Participant/TRE Certificate Holder or its Director or Re please tick (□) the appropriate box (a) below and use the con Where Contact Person is an Attorney, please provide details in	presentative. Where Contact Person is the l tact details of such Contact Person as pro	Main Applicant or any of the Joint Applicants, vided in the KYC Application Form for CDS.
Applicant No.		Applicant No. 3
(b) Attorney Name: MR. / MRS. / MS. (c) Mailing Address: (d) CNIC SNIC NICOP ARC, POC No.		
[Please tick ( $\overset{\checkmark}{}$ ) appropriate box]		
(e) Expiry date of CNIC//SNIC/NICOP/ARC/POC:		
(f) Passport details:	Passport Number:	Place of Issue:
(For a foreigner) (g) Contact No:	Date of Issue:	Date of Expiry:
<ul> <li>Land Line No.: (optional)</li> <li>Local Mobile No.(*)</li> <li>*Where the Contact Person is resident, local mobile number shall</li> </ul>	(h) Fax: (optional)	(i) Email: (*)
the Contact Person is a non-resident, email address shall be properly Person is an Attorney, the Attorney shall receive such services. access.	ovided for eAlert/ eStatement from CDC as a	a mandatory requirement. In case the Contact
4. Permanent Address: [The address should be of the Main Applicant]		
B. REGISTRATION (AND OTHER) DETAILS OF THE JOINT APPL Form. Complete details of Joint Holders shall be fetched fro		ne as provided in the KYC Application
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC	/Passport) MR. / MRS. / MS.	UKN No.
2.CNIC SNIC NICOP ARC POC Passport No. [Please tick ( ) appropriate box]		
	JOINT APPLICANT NO. 2	
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC		UKN No.
2.CNIC SNIC NICOP ARC POC Passport No. [Please tick ( ) appropriate box]		
	JOINT APPLICANT NO. 1	
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC		UKN No.

2.CNIC SNIC NICOP									
ARC POC Passport No.									
[Please tick ( ) appropriate box]									
C. OTHER ACCOUNT LEVEL INFORMATION				•					
1. Bank Details: The bank account info     2. Residential Status: The Resident									
	Status of the	Main Applicant as prov		Applica		i shali be u	sea.		
3. Basis of remittance [Please tick	Repatriable			Non-R	Repatriable	е			
( ) appropriate box]									
Non-resident Pakistani				1					
Foreigner/ Pakistani Origin									
4. Zakat Status:			[Please tick (	) approp	oriate box]				
[ <i>If, according to the Fiqh of the Applicant(s),</i> Zakat is not deductible, then relevant					n Zakat de				
Declaration on prescribed format shall be submitted						on-deductik	le		
<i>by all the Applicant(s).</i> <b>5. Particulars of nominee</b> (optional but if	(a) Name o	of Nominee		NOL A	pplicable				
desired nominee should only be made in		ship with Main	Spouse		Father			Mothe	ər
case of sole individual.		Please tick (´) appropriate	Brother		Sister			Son	
	box]		Daughte	er					
	(c)CNIC	SNIC NICOP							
	ARC P [Please tic box]	OC,∕ No. k ( ) appropriate							
		ate of CNIC /SNIC/ NIC	COP / ARC / PC	DC:					
			Passport Nur						
	(e) Passpor		Place of Issu						
		f a foreigner or a	Date of Issue Date of Expir						
D. CDC access: CDC provides FREE OF C	Pakistani		Preby Sub-acco	y. unt hold	lers/Inves	tor Account	tholders	can hav	/e
real time access to their account related infor					.010/11100			Carrier	
1. Do you wish to subscribe to free of cost			appropriate bo			Yes			No
2. If you are subscribing to IVR and Web Servi	ce, please pro	ovide following details o	of your C	contact p	person:				
(a) Date of Birth (b) Mother's Maiden Name:									
E. AUTHORIZATION UNDER SECTIONS 12 A AND RECOVERY OF PAYMENTS, CHARGES I/we the undersigned, hereby give my/our expre handle Book-entry Securities beneficially owned that are exclusively meant for the following purp	AND LOSSE ss authority to by me/us and	S (FOR SUB-ACCOUN the Participant under	NT ONLY) Section 12 and	I Sectior	n 24 of the	e Central D	epositor	ies Act,	1997 to
<ul><li>a) For the settlement of any underlying main</li><li>b) For pledge securities transactions with the</li></ul>	ket transactio								through
<ul> <li>the Clearing House from time to time;</li> <li>For the recovery of payment against any</li> <li>Movement by me/us from time to time of</li> </ul>							under ti	he contr	ol of the
Participant to my/our Sub-Account under									
Account which is under the control of an	other Participa	ant or to my/our Investo	or Account;		-				-
e) Securities transactions which has been in		of a gift of Securities b	y me/us to my/o	our Fam	nily Memb	ers or othe	r person	s in acc	ordance
<ul><li>with the CDC Regulations from time to ti</li><li>f) For the recovery of any charges or losse</li></ul>		or all of the above tran	sactions carrier	d out by	me/ us or	services a	vailed <sup>.</sup> a	nd/or	
g) Delivery Transaction made by me/us for							vancu, a	110/01	
Specific authority on each occasion shall be give purposes as permitted under the applicable laws	n by me/us to	the Participant for hand					ned by n	ne/us foi	r all other
<b>Note:</b> Please note that above shall serve as a s Sub-Account Holder(s) and entered in his/her/th should however require specific authority in writ	eir Sub-Accoι ing from the ι	int maintained with the indersigned Sub-Accou	Participant. Ha unt Holder(s) in	ndling o favour o	of Book-en of the Par	try Securiti ticipant. Fo	es for all	l other p	ourposes
Securities worth Rs. 500,000/- and above, the a		ed specific authority sn		un non-j	juuiciai sta	amp paper.			
F. OPERATING INSTRUCTIONS									
1. Signatory(ies) to give instruction to Participant/TREC Holder pertaining		Names of Signatory(i	es)		S	pecimen S	ignature	es	
to operations of the Investor Account	a								
/ Sub-	b								
Account / Trading Account.	с								
	d								
2. Investor Account/Sub-Account Operating Instructions in writing:	Sin	gly (Either or Survivor)			Attorne	у			
[Please () appropriate box]	Joir	ntly [any]							
3. Trading Account Operating Instructions:		gly (Either or Survivor)			Attorne	y			
[Please () appropriate box]		ntly [any]							
L									

G. SIGNATURES			
Name of Applicant:	Date:	Signature:	
	Place:		
Name of Joint Applicant No 1:	Date:	Signature:	
	Place:		
Name of Joint Applicant No 2:	Date:	Signature:	
	Place:		
Name of Joint Applicant No 3:	Date:	Signature:	
	Place:		

I/we hereby agree to admit the Applicant(s) as the Investor Accountholder(s)/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 Investor Account/Sub-Account.

Name of Partici	pant/TREC Holder:						Dat	e;			
Participant's/TRE	C Holder's Seal & Sign	ature:									
Witnesses:											
1.	Name:										
Signature:		CNIC			-					-	
2.	Name:										
Signature:		CNIC			-					-	

#### Enclosures\*:

1. Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Applicants / Joint Applicants / nominee(s) and Attorney (as the case may be).

2. Copy of Power of Attorney (if applicable), duly attested by notary public (suggested format as annexure).

3. Copy of Zakat Declaration of the Applicant and the Joint Applicant (if applicable). In case of Non-Muslim, an affidavit shall be submitted.

4. Terms & Conditions of relevant service provider, as applicable.

5. Specimen Signature Card (for Investor Accountholder(s) only)

* Note: Non-resident/ foreigners shall submit the documents duly attested by either notary public	ic or Consul General of Pakistan having jurisdiction over the Applicant(s).
H FOR THE USE OF PARTICIPANT/TREC HOLDER ONLY	

H. FOR THE USE OF PARTICIPAL				
Particulars of Customer Relationshi	ip Form verified by :			
Application:	Approved	Rejected	Signature: (Authorized signatory)/St	amp Date:
Investor Account/Sub-Account no. i	issued:			
Investor Account/Sub-Account /Tra	ading Account opened by	r:		
Saved by:			Posted by:	
Signature:	Date:		Signature:	Date:
Remarks: (if any)				

ACKNOWLEDGEMENT RECEIPT								
Application No: Date of receipt:								
I/We hereby confirm and acknowledge the receipt of duly filled and signed	Customer Relationship Form from the following Applicant:							
Name of Applicant(s):	Participant's / TREC Holder Seal & Signature:							
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

 All Trades, Transactions, including non-Exchange Transactions, Derivative Contracts and deals (jointly referred to as "Transactions") between the Parties and Clearing and Settlement thereof and opening, maintenance and operations of Sub-Account in the CDS shall be subject to the Securities Act, 2015, Central Depositories Act, 1997, Pakistan Stock Exchange Limited (PSX) Regulations, Central Depository Company of Pakistan Limited (CDC) Regulations, CKO Regulations, 2017, National Clearing Company of Pakistan Limited (NCCPL) Regulations and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended) thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.

2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.

- 3. The Securities Broker/Participant shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. The Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
- 4. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
- 5. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
- 6. The Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
- 7. Subject to applicable laws, the Securities Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose the same to any third party. However, in case the SECP, PSX, CDC or any competent authority under the law, as the case may be, requires any such information, the Securities Broker/Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
- 8. The Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
- 9. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Securities Broker. Upon receipt of instruction from the Customer, the Participant/Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Securities Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s). In case of any change in the Participant's/Securities Broker's address or contact numbers or any other related information, the Securities Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s) and the Sub-Account Holder(s)/Customer(s).

- Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the Securities Broker/Participant to the Sub-Account Holder(s)/Customer(s).
- 11. The Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his /her/ its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from his/her Sub-Account.
- 12. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Securities Broker/TRE Certificate Holder" respectively.
- 13. The Securities Broker/Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through it and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.
- 14. The Participant/Securities Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

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

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

- 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 CDS who shall ensure the correctness and completeness of the same.
- 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 (E) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. Such authorization shall constitute the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
- 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/her 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/her Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without 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 3 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated Deal Market sell transaction and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.
- 7. Where admission of Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change his/her Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to its right of recovery of any dues or receivable from the Sub-Account Holder.
- The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation in respect
  of the Book-entry Securities except as agreed by the Participant separately in writing.
- 9. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

#### TERMS AND CONDITIONS FOR TRADING ACCOUNT

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

All such transactions recorded by the Securities Broker in the prescribed manner shall be conclusive and binding upon the Customer unless the Customer raises observation relating to unauthorized execution of such transaction or any error in the Contract Note within one trading day of the receipt of such Contract Note. In the event of any dispute relating to order placement or executing of orders, the burden of proof shall be on the Securities Brokers to establish the authenticity of such order placement or execution thereof. In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), the Securities Broker shall have absolute discretion to liquidate the Customer's outstanding positions including the securities purchased and carried in such account to meet the margin shortfall without further notice to the Customer.

- 6. The Securities Broker shall be responsible for the payment of any credit cash balance available in the account of the Customer through cross cheques or other banking channels (instruments) only within one (1) trading day of the request of the Customer subject to the maintenance of the margin requirements.
- 7. The Customer is aware that in the event of his/her non- payment on settlement day against securities bought on his/her account, the Securities Broker may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
- 8. The Securities Broker shall accept from the Customer payments through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other banking channels drawn on Customer's own bank account in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Securities Broker through banks would be regarded as good as cheque. The Securities Broker shall provide the receipt to the Customer(s) in the name of the Customers duly signed by its authorized employee and the Customer(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Customer(s), specifically mentioning if payment is for margin or the purchase of securities. The Securities Broker shall immediately deposit in its bank account all cash received in whole i.e. no payments shall be made from the cash received from clients. However, in exceptional circumstances, where it becomes necessary for Securities Broker to accept cash in excess of Rs.25,000/-, the Securities Broker shall immediately report within one trading day such instances with rationale thereof to the PSX in accordance with the mechanism prescribed by PSX.
- 9. The Securities Brokers shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period prescribed under the Securities Brokers (Licensing and Operations) Regulations, 2016.
- 10. The Securities Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities ledgers as back office and CDC Sub-Account records along with reconciliation of any differences therein through any of the aforesaid modes of communication. In case of any discrepancy in the ledger statement, the Customer shall inform the Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
- 11. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
- 12. The Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX. 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 and acknowledge that I/We have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Securities Broker/Participant, as an annexure to this Form at the time of signing of this Form and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the attached Terms and Conditions and any other Terms and Conditions provided to me/us and placed on the website of the Securities Broker/Participant, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the attached Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account / Trading Account, as the case may be;
- f) I/ We hereby confirm that the Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and operations of Trading Account, Sub-Account which shall be binding on the Sub-Account Holder as well as the Securities Broker/Participant and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- g) The information furnished in this form is complete, valid, true and correct to the best of my/our knowledge and I/We shall inform the Securities Broker/Participant immediately in writing of any change therein;
- h) In case any of the above information is found to be false or misleading or suspension of any material fact, will render my/our Sub-Account/Trading Account, as the case
  may be, liable for termination and I/We shall be subject to further action under the law;
- i) All the documents filed/submitted by me/us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives and are in accordance with the applicable law; and
- j) I/ We agree that I/we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by Securities Broker/Participant and placement of trading order shall mean that I/we have affirmed/consented with the Terms and Conditions; and.

k) i/We hereby now apply for opening, maintaining and operating Sub-Account/Trading Account, as the case may be, with the Securities Broker/Participant.

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

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

#### DISCLAIMER FOR CDC ACCESS SERVICES

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

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

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

#### Signature:

Main Applicant	
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Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant/TREC Holder

Annexure A: Risk Disclosure Annexure B: FATCA Declaration Annexure C: CDD/EDD Checklist Annexure D: Compliance Checklist Annexure E: Commission Slab Annexure F: CDC Setup Report Annexure G: KYC Documents Annexure H: House Policy Approved

## ANNEXURE A: RISK DISCLOSURE

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

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

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

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

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

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

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

#### **1.1 VOLATILITY RISK:**

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

## **1.2 LIQUIDITY RISK:**

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

## **1.3 SPECULATIVE TRADING RISK:**

Speculation involves trading of a security/contract with the expectation that it will become more valuable in a very near future. These transactions are attempted to make profit from fluctuations in the market value of securities, rather than fundamental value of a security and/or underlying attributes embodied in the securities such as dividends, bonus or any other factor(s) materially affecting the price. Speculative trading results in an uncertain degree of gain or loss. Almost all investment activities involve speculative risks to some extent, as a customer has no idea whether an investment will be a blazing success or an utter failure. Day trading strategy is a common example of speculative trading in which customers buy and sell the same security/derivative within the same day, such that all obligations are netted off and closed and no settlement obligations stand. The customer indulging in a day-trading strategy needs to be more vigilant and informed than the customers investing for a longer period, as market may not move during the day as the day-trader originally anticipated, resulting in a loss to them.

#### **1.4 RISK OF WIDER SPREAD:**

The Bid-Ask spread is the difference between the offer price and bid price of a security/contract quoted by the Market Makers or trading parties. The size of spread is affected by a number of factors such as liquidity, volatility, free float (the total number of shares outstanding that are readily available for trading) etc. Generally, low liquidity, high volatility and low free float levels of a security may result in relatively wider BidAsk Spread. The higher 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 take well informed investment decision in light of all facts and circumstances associated with such securities and their issuers.

#### **1.6 RISK REDUCING ORDERS:**

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

#### **1.7 SYSTEM RISK:**

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

#### **1.8 SYSTEMIC RISK:**

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

#### **1.9 SYSTEM AND NETWORKING RISK:**

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

#### **1.10 RISK OF ONLINE SERVICES:**

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

#### 1.11 REGULATORY/LEGAL RISK:

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

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

Derivative and leveraged trades enable the customer to take larger exposure with smaller amount of investment as margin. Such trades carry high level of risk and the customers should carefully consider whether the trading in the derivative and leveraged products is suitable for them, as it may not be suitable for all customers. The higher the degree of leverage, the greater the possibility of profit or loss it can generate in comparison with the investment involving full amount. Therefore, the customers should trade in the derivative and leveraged products in light of their experiences, objectives, financial resources and other relevant circumstances.

Derivative product namely Deliverable Futures Contract, Cash Settled Futures Contract, Stock Index Futures Contract and Index Options Contracts and leveraged products namely Margin Trading System, Margin Financing and Securities Lending and Borrowing are available for trading at stock exchange.

The customer transacting in the derivative and leveraged markets needs to carefully review the agreement provided by the brokers and also thoroughly read and understand the specifications, terms and conditions which may include markup rate, risk disclosures etc. There are a number of additional risks that all customers need to consider while entering into derivative and leveraged market transactions. These risks include the following:

(a) Trading in the derivative and leveraged markets involves risk and may result in potentially unlimited losses that are greater than the amount deposited with the broker. As with any high risk financial product, the customer should not risk any funds that the customer cannot afford to lose, such as retirement savings, medical and other emergency funds, funds set aside for purposes such as education or home ownership, proceeds from student loans or mortgages, or funds required to meet living expenses.

(b) All derivative and leveraged trading involves risk, and there is no trading strategy that can eliminate it. Strategies using combinations of positions, such as spreads, may be as risky as outright long or short positions. Trading in equity futures contracts requires knowledge of both the securities and the futures markets.

(c) The customer needs to be cautious of claims of large profits from trading in such products. Although the high degree of leverage can result in large and immediate gains, it can also result in large and immediate losses.

(d) Because of the leverage involved and the nature of equity futures contract transactions, customer may feel the effects of his/her losses immediately. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds the customer has deposited or will have to deposit. This may work against customer as well as for him/her. Customer may sustain a total loss of initial margin funds and any additional funds deposited with the broker to maintain his/her position. If the market moves against his/her position or margin levels are increased, customer may be called upon to pay substantial additional funds on short notice to maintain his/her position. If the customer fails to comply with a request/call for additional funds within the time specified, his/her position may be liquidated/squared-up at a loss, and customer will be liable for the loss, if any, in his/her account.

(e) The customer may find it difficult or impossible to liquidate/square-up a position due to certain market conditions. Generally, the customer enters into an offsetting transaction in order to liquidate/square-up a position in a derivative or leverage contract or to limit the risk. If the customers cannot liquidate position, they may not be able to realize a gain in the value on position or prevent losses from increasing. This inability to liquidate could occur, for example, if trading is halted due to some emergency or unusual event in either the equity futures contract or the underlying security, no trading due to imposition of circuit breaker or system failure occurs on the part of exchange or at the broker carrying customers' position. Even if customers can liquidate position, they may be forced to do so at a price that involves a large loss.

(f) Under certain market conditions, the prices of derivative contracts may not maintain their customary or anticipated relationships to the prices of the underlying security. These pricing disparities could occur, for example, when the market for the equity futures contract is illiquid, when the primary market for the underlying security is closed, or when the reporting of transactions in the underlying security has been delayed.

(g) The customer may be required to settle certain futures contracts with physical delivery of the underlying security. If the customer hold position in a physically settled equity futures contract until the end of the last trading day prior to expiration, the customer shall be obligated to make or take delivery of the underlying securities, which could involve additional costs. The customer should carefully review the settlement and delivery conditions before entering into an equity futures contract.

(h) Day trading strategies involving equity futures contracts and other products pose special risks. As with any financial product, customers who seek to purchase and sell the same equity futures in the course of a day to profit from intra-day price movements ("day traders") face a number of special risks, including substantial commissions, exposure to leverage, and competition with professional traders. The customer should thoroughly understand these risks and have appropriate

experience before engaging in day trading. The customer should obtain a clear explanation of all commission, fees and other charges for which he/she will be liable. These charges will affect net profit (if any) or increase loss.

#### 3. GENERAL: 3.1 ASSETS HELD WITH BROKERS:

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

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

(a) The customers should ensure that they deal through the registered branch and with the registered

Agents/Traders/Representatives of the broker. The customer shall also verify such details from the website of PSX and Jamapunji (<u>www.jamapunji.pk</u>);

(b) Customer at the time of establishing relationship with the brokers, should obtain a clear explanation of all brokerage, commission, fees and other charges for which customer will be liable to pay and these charges will affect net cash inflow or outflow;

(c) It is obligatory for the brokers to issue contract note, in either electronic form or hard copy, by next working day of trading. The contract note shall contain all information relating to trade execution including commission and charges applicable on the customers. In case contract note is not issued, customer should inquire with broker immediately and in case the matter is not resolved, the same should be reported to the PSX;

(d) The customers should match the information as per the contract notes with the SMS/e-Alert received from CDC and/or NCCPL and may also verify from the UIS facility from the website of NCCPL.

#### 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

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Depart	W-9       Request for Taxpayer         Doctober 2018)       Identification Number and Certification         ment of the Treasury       Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
Print or type. See Specific Instructions on page 3.	<ul> <li>1 Name (as shown on your income tax retum). Name is required on this line; do not leave this line blank.</li> <li>2 Business name/disregarded entity name, if different from above</li> <li>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</li> <li>Individual/sole proprietor or C Corporation S Corporation Partnership Trust/estate single-member LLC</li> <li>Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►</li></ul>	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) Exemption from FATCA reporting code (if any) (Applies to accounts meintained outside the U.S.) Ind address (optional)
backu reside entitie <i>TIN</i> , la <b>Note:</b>	your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid up withholding. For individuals, this is generally your social security number (SSN). However, for a ent alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other es, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> ater. If the account is in more than one name, see the instructions for line 1. Also see <i>What Name and</i> beer To Give the Requester for guidelines on whose number to enter.	iurity number

Under penalties of perjury, I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and

4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of
Here	U.S. person ►

## **General Instructions**

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

#### **Purpose of Form**

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

· Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)

Date >

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- · Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later. Annexure A

# **KYC / CDD Checklist**

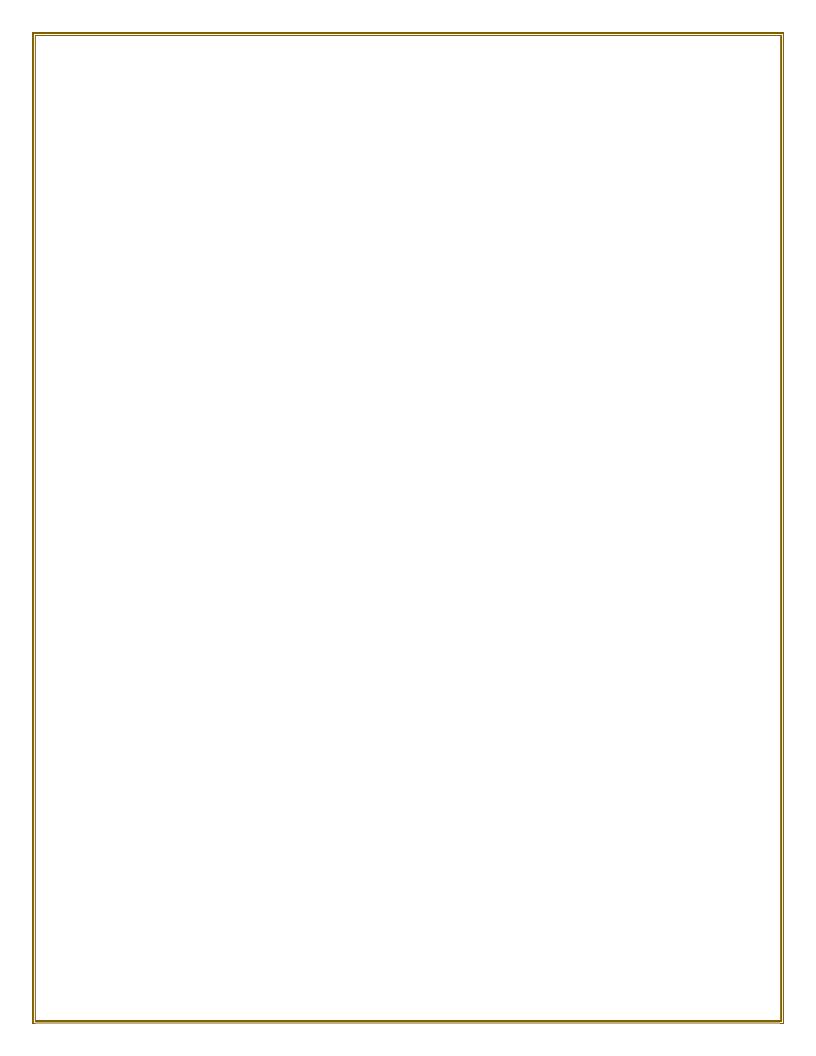
Date

Account Title

Account / UIN #

#### SECTION A Minimum Information / Documents to be provided by Investor Pls Pls Pls tick tick tick 1. Individuals/Sole 2. Partnerships 3. Institutions/Corporates **Proprietorships** CNIC of Principal and Joint Holders CNICs/NICOP of all partners, as CNIC / NICOP of Authorized / Passport for Foreign Nationals / Signatories and Directors applicable NICOP for non-resident Pakistanis Proof of Employment/Business Partnership Deed List of Directors and Officers NTN Certificate. where available Latest financial statements NTN Certificate Certificate of Registration (in case of Documentary evidence of Tax Exemption (if applicable) registered partnership firm) NTN Certificate Certificate of Incorporation Certificate of Commencement of Business Certified Copy of Board Resolution Memorandum & Articles of Association/ Bve Laws/ Trust Deed Audited Accounts of the Company 4. Trusts 5. Clubs Societies and 6. Executors/Administrators Associations CNICs of all trustees Certified copy of certificate of CNICs of all Registration Executors/Administrators Certified copy of the Trust Deed List of members Certified copy of Letter of Administration Latest financials of the trust CNIC/NICOP of members of Governing Board Documentary Evidence of Tax Certified copy of bylaws/rules and Exemption (if applicable) regulations Trustee/Governing Body Resolution Copy of latest financials of Society/Association Board/Governing Body Resolution If documents / information is complete, proceed to Section B List any missing documents / information below: 1 2

If ANY document or information is missing, proceed to Section G.4



# SECTION B

Assessment	of information pr	ovided in section A

Based on information provided in A,

1. Is the investor also the ultimate beneficiary of the funds to be invested	YES	NO
If NO. ioint account should be opened or power of attornev be provided by ultimate beneficiary with relevant documentary details of the beneficiary		
2 In case the Investor is a <b>nrivate comnany</b> IS the latest shareholders' list available	YES	NO
3. In case of Government Accounts.		
Mark YES if the account is <b>not</b> in the personal name of the government official A resolution / authority letter (duly endorsed by Ministry of Finance or Finance Department of concerned government) is available, which authorizes the opening and operating of this account by an officer of federal / provincial / local government in his / her official capacity	YES	NO
If the answer to any of the above questions was 'NO', go to section G.3 or G.4,		

otherwise go to Section C

## SECTION C

Risk Category of Investor Please box		
1. Government Department / Entity	LOW RISK	Go to Section G.1
2. Public listed company	LOWRISK	Go to Section G.1
3. Private limited company	MEDIUM RISK	Go to Section G.2
4. Non-Governmental Organization (NGO)	HIGH RISK	Go to Section G.3
5. Trust / Charity	HIGH RISK	Go to Section G.3
6. Unlisted Financial institution		Go to Section D
7. Individual		Go to Section E

SECTION	V	D
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Annexure -A

Unlisted Private Financial Institution (NBFI)		
Is the unlisted private financial institution domiciled in Pakistan and is regulated by the SECP/State Bank of Pakistan (SBP) OR	YES	NO
Is it domiciled in a FATF member country that is satisfactorily following the FATF recommendations and is supervised by a regulatory body	YES	NO

If YES, proceed to Section G.1 If NO, proceed to Section G.3

## SECTION E

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

## If the response to any question (8-9) above was 'YES' . proceed to Section F. else proceed to Section G.1

## SECTION F

Politically Exposed Person / Foreign National / Holders	of High Profile Position		
Is the brokerage account relationship with this high risk car exposed person / foreign national / holder of high profile p Director, CEO / COO of the brokerage house (approval through signing the respective Account Opening Form)	position, approved by the Nominee	YES	NO
If YES, proceed to Section G.3	If NO, proceed to Sectio	n G.4	

Annexure-A

## SECTION G

Investor Risk Profile

	Risk Classification	KYC Requirements
G.1	LOW RISK	Reduced KYC Requirements shall be applicable: Investor account can be opened once information / documents mentioned in section A have been provided.
G.2	MEDIUM RISK	Greater care required and documents listed in Section A should be obtained before opening of account.
		Enhanced KYC Requirements shall be applicable:
G.3	HIGH RISK	Investor account can be opened once information / documents mentioned in section A have been provided.
		Transactions shall be monitored to ensure that the funds used for investments are from an account under the Investor's own name in a financial institution (e.g. bank) subject to high due diligence standards and the amount and frequency of investments are not unusual given the nature and financial strength of the Investor
G.4	HIGH RISK	Account cannot be opened as KYC Requirements have not been fulfilled.

CONFIRMATION of physical presence of customer when opening account	YES	NO
Other Comments		
Other Comments		

Completed bv:			
	Name of Sales Person / Agent	Signature	Date
Checked bv:	Name of Compliance Person	Signature	Date

#### COMPLIANCE CHECKLIST;

#### PLEASE TICK THE APPROPRIATE COLUMN AND ATTACH SUPPORTING DOCUMENTS WHERE APPLICABLE

S.NO	PARTICULARS OF KYC DOCUMENTS					YES	NO	
1	Biometric verification of the customer -NADRA verisys *							
2	Verification of customer's identity							
	-Face to face verification							
	-Online verification through zoom etc.							
3	Validation of identity documents through							
	-CNIC/NICOP (non-resident) attested copy of main account holder *							
	-CNIC/NICOP (non-resident) attested copy of joint account holders/nominee *							
	-Passport for foreign nationals							
4	Verification of mobile number *							
5	Verification of customer's mailing and permanent addresses							
	-Bank Statement (at least of 3-6 month) *							
	-Rent agreement (if mailing address different from CNIC)							
	-Utility bill (if mailing address different from CNIC)							
6	Authorized person (if any) in case of non-resident							
7	Power of attorney/ letter of authorization from the account holder of the person authorized to trade in the account (if							
	any)							
8	Verification of customer's source of income with supporting documents							
	Professional/ Service/Business Executive/ Govt./ Public Sector (Salaries Individual)							
	Employee Card							
	Salary Slip /Pension slip*							
	Tax Return							
	FATCA (self-certification form) If available							
	Agriculture/ Business/ Industrialist (Business and Other Individual)							
	Business Registration Certificate							
	Business Letter head (carrying detail core business activities or affidavit with core business activity) & Business card *							
	Declaration of monthly and annual income on the company letter head or on affidavit *							
	Tax return							
	FATCA (self-certification form) If available							
	Student/ Housewife/ Household (Dependent Individual)							
	Student Card							
	Father/Mother's income detail as specified in service/business							
	Employee Card							
	*Salary Slip							
	Tax Return							
	FATCA (self-certification form) If available							
	Business Registration Certificate							
	*Business Letter head (carrying detail core business activities or affidavit with core business activity)							
	*Declaration of monthly and annual income on the company letter head or on affidavit							
	Tax return							
	Business card							
9	Other Attachments							
	Zakat Declaration Form							
	CDC Endorsed Setup report *							
	Tariff Schedule *							
	Risk Disclosure *							
	Financial Facilities Disclosure							
	MFS/MTS agreement							
10	Other Detail							
	Email addres	s obtained *						
	ssessment						Ris	
	sets in FBR	8,140,269	Business Deals in (Cash/Bank)	Bank	PEP	Yes No		L
Annual Income		100,000	High risk jurisdiction	No	High Net worth	Yes No	o M	$\square$
	ential Status	Pakistan	Profession	Professional	CNIC Screening	Done		
Note: Risk assigned based on following risk factors 1. Client identity 2. Jurisdiction 3.Networth 4. PEP 5.NACTA Screening 6. Cross								
boarder 7. Client type (Individual/Corporate) 8. Beneficial owners detail 9. Profession 10. Business nature (Cash based/Bank)								

# **ABA ALI HABIB SECURITIES PRIVATE LIMITED**

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