

# **AM CHAUDHRY SECURITIES** (PVT) LIMITED

**Corporate TRE Certificate Holder** 

## PAKISTAN STOCK EXCHANGE LTD

Registered Office, Room No. 310, 3<sup>rd</sup> Floor LSE Building 19-Khayaban-e-Aiwan-e-Iqbal, Lahore-54000.

## **CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS**

For official use of the Participant/TRE								
Certificate Holder only								
Application Form No.								
TRE Certificate No.	300							
Securities Broker								
Registration No.								
CDS Participant ID	14449							
Sub-Account No.								
Trading Account No.								
(Back-office ID)								
(if applicable)								
Investor Account No.								

Nature of Account	Single		Joint														
			(Ple	ease ı	ıse BL	оск	LETTE	RS to fi	II the f	orm)							
I/We hereby apply f Securities (Pvt) Li		of my/o	our follo	wing a	ccount	t [plea	se tick	( <b>√</b> ) onl	y one	releva	nt box	] with A	AM Cha	audhr	у		
1. Trading &	Sub-Acco	ount [O	pening o	of Acc	ount w	ith Se	curities	Broker f	for tradi	ing, cu	stody	and set	tlemen	t]			
2. Investor	Account wi	ith CDC	3.	□ ;	Sub-A	ccoun	nt with I	Particip	ant								
4. Trading A	ccount [O	pening	of Accou	unt wit	h a Se	curitie	s Broke	er for tra	ding pu	ırpose	only]						
Note: In case	applicant c	chooses	s option	# 4 ab	ove, th	nen he	she sh	all choo	se any	of the	follow	ing:					
	Subscribe	to Dire	ect Settl	emen	t Servi	ices (	DSS) w	ith CDC	;								
	Subscribe	to Nati	ional Cu	ıstodi	al Ser	vices	(NCS) v	with NC	CPL								
	Others (ple	ease sp	pecify e	g. CC	M/ NB	CM)_											
GISTRATION (AND	OTHER)	DETAIL	S OF M	AIN A	PPLIC	CANT	(The info	ormation	should	l be sa	me as p	orovide	d in the	KYC	Applicati	on For	m
name of Applicant															UKN N		_
C SNIC N	IICOP 🗌																T
POC Pas	ssport No.																
se tick (□) appropria	te box]																
ails of Contact Per	son: [Note	: Conta	act Perso	on sha	II not k	e the	person	other th	an the	Main A	Applica	nt, any	one of	the J	loint App	olicant	s
Attorney. However, A																	
Applicant or any of t led in the KYC Appli																ct Per	S
ontact Person: Main			oint Appl				oint Apr						: No. 3		<u>∾j</u> Attorne∖	, $\Box$	_
torney Name: MR. /			ли тррі	iount i	10. 1		Oii it 7 tpp	mount i	10. Z L	'	onit /tp	pilouit	. 140. 0	Ш.	, titorries	ш_	_
ailing Address:	WINCO. 7 IVIO.	•															-
IIC SNIC N	VICOP																T
→ POC No. ⊢																	
 se tick (□) appropria	te boxl																
piry date of CNIC//S		P/ARC/	POC:	D	D	/	М	М	/	Υ	Υ	Υ	Υ				_
			Passp	ort Nu	mber.					Plac	e of Iss	ine.					
ssport details:										Date of Expiry:							
ssport details:			Date o	f Issu	ο.												
			Date o	f Issu	e:					Date	: OI EX	ory:					_

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.

<b>4.</b> Permanent Address: [The address should be of the Main Applicant]	Please use the details as provide in the KYC Application Form and enter the same in the CDS
--	---

B. REGISTRATION (AND OTHER) DETAILS OF THE JOINT APPLICANT(S) (The information should be same as provided in the KYC Application Form. Complete details of Joint Holders shall be fetched from the Central Portal / KIS)																		
JOINT APPLICANT NO. 1  1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.  UKN No.																		
	SNIC/SN	IIC/NICC	PIARCI	POC	Pass	port) i	/IK.	/ WIR	3. / II	/IS.					$\overline{}$	UKN	NO.	I
2. CNIC SNIC NICOP	<u></u>																	
ARC POC Passport No: [																		
[Please tick (□) appropriate box]																		
		L L				ICANT												
1. Full name of Applicant (As per	CNIC/SN	IIC/NICC	P/ARC/	POC	/Pass	port) I	/IR.	/ MR	S. / N	/IS.						UKN	No.	
2. CNIC SNIC NICOP																		
ARC POC Passport No:																		
[Please tick ( ) appropriate box]																		
JOINT APPLICANT NO. 3																		
1. Full name of Applicant (As per	CNIC/SN	IC/NICC							S./ N	1S.				U	KN	No.		
2. CNIC SNIC NICOP															$\neg$			
ARC POC Passport No:																		
[Please tick (\(\sigma\)) appropriate box]																		
C. OTHER ACCOUNT LEVEL INFO	DMATIC																	
1. Bank Details: The bank			ion of the	o Ma	in Ann	licant	20 D	rovic	dod in	the KV	/C An	nlica	tion Fo	rm chal	l bo	usod		
2. Residential Status: The Residential																useu.		
3. Basis of Remittance [Please tick					III GO	provid			triable		ation	T	Oriali D			atriable	)	
Non-resident Pakistani	( )								7					Г	=			
Non-resident Fakistani														L				
Foreigner/ Pakistani Origin																		
<u> </u>															_			
4 7-last 01-to										P	'lea <sub>st</sub>	tick t	<u>(□) the</u>	approp	<u>orlat</u>	e box		
4. Zakat Status:	licant/o	Zakat	io not de	duct	iblo t	hon ro	lovo	nt		Muslin	n Zak	at de	ductible	е				
[If, according to the Fiqh of the App Declaration on prescribed format sh																		
concerned Participant/TREC Holde										Muslin	n Zak	at no	n-dedu	ctible				
submit an affidavit.				•					$\equiv$									
										Not Ap	pplica	ible						
5. Particulars of nominee	(a) Nar	ne of No	minee:															
(Optional but if desired,									Spo	Spouse Fa				ather Mot			er	
nomination should only be made in case of sole individual and not	(b) Rel	ationshir	with Ma	ain Ai	pplica	nt:						=	- C1 -		=	Son		
joint account)			) appropi					Bro		other		Siste	Sister					
Joint accounty									Da	ughter								
[Nomination may be made in terms	( ) 01			<b>.</b>						9								
of requirements of Section 79 of the			NIC 🗌															
Companies Act, 2017, which inter	ARC [	POC	No:	]														
alia requires that person nominated as aforesaid shall not be a person	[Please	e tick (🗆	) approp	riate	box]													
other than the following relatives of	(d) Exp	oiry date	of CNIC	/SNI	C/ NIC	COP /	ARC	) / P(	OC:									
the Investor Accountholder/Sub-										t Numb	er:							
Account Holder, namely: a spouse,	` '	ssport de	etalis: a foreign	or or	r o Pol	riotoni		Pla	ace of	Issue:								
father, mother, brother, sister and	•	gin)	a roreign	ei oi	a rar	ustarii		Da	te of I	ssue:								
son or daughter.]	,	,								Expiry:								
D. CDC access: CDC provides <u>FRE</u> real time access to their account relationships.			ices und	der C	DC ac	cess v	vher	eby	Sub-a	account	hold	ers/Ir	vestor	Accour	ithol	lders c	an hav	/e
Do you wish to subscribe to fi			Noh Sor	vico	2						_	_			=	_	1	
[Please tick (n) the appropriate to		J31 IV IV	iveb oei	VICE	•								Ye	s			N	0
2. If you are subscribing to IVR an		Service,	please p	rovi	de fol	lowing	de	tails	of ye	our Coi	ntact	Pers	on:		_			
(a) Date of Birth	D	D	/		М		M		7	,	Y	,	/	Υ	T	Υ		
(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 (FOR SUB-ACCOUNT ONLY)																		
I/we the undersigned, hereby give my/our express authority to the Participant under Section 12 and Section 24 of the Central Depositories Act,																		
1997 to handle Book-entry Securities beneficially owned by me/us and entered in my/our Sub-Account maintained with the Participant for securities																		
transactions that are exclusively meant for the following purposes:  a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;																		
	<ul> <li>For pledge securities transactions with the Clearing House relating to any of my/our underlying market transactions (trades) to be settled through the Clearing House from time to time;</li> </ul>																	
c. For the recovery of payment ag																		
d. Movement by me/us from time		•		•				•										
of the Participant to my/our Sub any Main Account which is under												icipai	it or to	my/our	Sui	D-ACCO	unt ur	ider
e. Securities transactions which ha												emb	ers or o	ther per	rson	s in ac	cordar	nce
with the CDC Regulations from			ray or a s	j 0.	Coou	111000	,	<i>,</i> 40 t	.c iiiy	our r un		01110	010 01 0	inoi poi	0011	o iii do	ooraar	100
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																		

g. Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time.  Specific authority on each occasion shall be given by me/us to the Participant for handling of Book-entry Securities beneficially owned by me/us for all other purposes as permitted under the applicable laws and regulations.																			
Note: Please note that above shall serve as a standing authorization to the Participant for handling of Book-entry Securities owned by the undersigned Sub-Account Holder(s) and entered in his/her/their Sub-Account maintained with the Participant. Handling of Book-entry Securities for all other purposes should however require specific authority in writing from the undersigned Sub-Account Holder(s) in favour of the Participant. For handling of Book-entry Securities worth Rs. 500,000/- and above, the above mentioned specific authority shall be obtained on non-judicial stamp paper.																			
F. OPERATING INSTRUCTIONS																			
						N	ames	of Sigr	atory	(ies)			S	pecim	en Sı	gnatu	res		
Participant/TREG																			
Account / Tradir	na Account	Account	/ Sub-	(b)															
(Please specify I		, sub- acco	ount and		_														
trading account				(c)															
relevant column a			imen	(d)															
signatures of auti	ount/Sub-Acco		erating		7	Singly (E	Either	or Survi	vor)				Attor	ney					
Instructions in w [Please (✓) appro	vriting:		3		(		ment	ion the r	elevan	nt numb	ers								
					7	of the signification of the si	gnato	ries)					Attor	nev					
3. Trading Account		ructions:			_	lointly [a	nnvl							,					
[Please (✓) appro	opriate box]							ion the r	elevar	nt numb	ers								
						of the si			olovan	it manno	0,0								
G. SIGNATURES																			
Name of Applicant:  Date: Place: Signature:																			
Name of Joint Applic	ant No 1:							Date: Place: Signature:											
Name of Joint Applicant No 2:							Date: Signature:												
Name of Joint Applic		./ )					Date: Place: Signature:  (s)/Sub-Account Holder(s) in terms of the enclosed Terms and Condition												
as amended from time																			
Name of Participant			the sam		spec	t or oper	mig,	mainten	ance a	па орег	ation	Date		OI ACC	Ourit/	Oub-A	ccount.		
Participant's/TREC			e:																
Witnesses:		<del>-</del>																	
1. Name:													_						
Signature:		CNIC No:						-								-			
2. Name:		CNIC No.		1	1		1		1		ı	1		1	1				
Signature:		CNIC No:						-								-	•		
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 or Consul General of Pakistan having jurisdiction over the Applicant(s)																			
H. FOR THE USE OF Particulars of Custom				DNLY															
Application:	Approved		Rejec	ted		Signa	ture:	(Authori	zed się	gnatory)	/Stam	р	Date:						
Investor Account/Sub-							•	_	•		•		•			•	_		
Investor Account/Sub	-Account /Trad	ing Accou	ınt oper	ned by	:	<u> </u>	-11												
Saved by:	1 0	oto:				Poste Signa						Doto							
Signature: Remarks: (if any)	Da	ate:				Signa	iui e:					Date	•						
Tomano. In any																			
ACKNOWLEDGEMENT RECEIPT																			
Application No:								e of rece											
I/We hereby confirm a		e the receij	ot of dul	y filled	and	signed									cant:				
[Insert Name of Applic	cant(s)]						Part	ticipant'	s / TR	EC Hol	der S	eal &	Signatu	ıre:					
<u>1.</u> <u>2.</u>																			
3.																			
<del>-</del> -																			

#### 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

#### **GENERAL TERMS AND CONDITIONS**

- 1. All Trades, Transactions, including non-Exchange Transactions, Derivative Contracts and deals (jointly referred to as "Transactions") between the Parties and Clearing and Settlement thereof and opening, maintenance and operations of Sub-Account in the CDS shall be subject to the Securities Act, 2015, Central Depositories Act, 1997, Pakistan Stock Exchange Limited (PSX) Regulations, Central Depository Company of Pakistan Limited (CDC) Regulations, CKO Regulations, 2017, National Clearing Company of Pakistan Limited (NCCPL) Regulations and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended) thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
- The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
- The Securities Broker/Participant shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. The Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
- In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
- These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
- The Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
- Subject to applicable laws, the Securities Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose the same to any third party. However, in case the SECP, PSX, CDC or any competent authority under the law, as the case may be, requires any such information, the Securities Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
- The Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
- In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Securities Broker. Upon receipt of instruction from the Customer, the Participant/Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Securities Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s). In case of any change in the Participant's/Securities Broker's address or contact numbers or any other information, the Securities Broker/Participant shall immediately notify 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).
- The Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his /her/ its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from his/her Sub-Account.
- Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Securities Broker/TRE Certificate
- 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.

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

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

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

- The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same
- The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.

  Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to the Participant in Part (E) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. Such authorization shall constitutes the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
- Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in his/her Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.

  Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing
- the number of every Book-entry Security entered in his/her Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
- 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
- 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

In case any dispute in connection with the Transaction between the Securities Broker and the Customer is not settled amicably, either Party may refer the same to the Arbitration in accordance with the arbitration procedures prescribed in PSX Regulations. The decision of arbitrators shall be binding on both the Parties subject to their rights of appeal in the manner provided in PSX Regulations, if exercised. The name and other relevant particulars of the Customer shall be placed on PSX's website accessible to Securities Brokers if the Customer fails or refuses to abide by or carryout any arbitration award passed against him/her and the Customer shall have no objection to the same.

- The assets deposited as margin by a Customer with the Securities Broker shall only be used by the Securities Broker for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
- 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.
- 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.
- 4. The Securities Broker shall make out the Contract Note (physical or electronic form) to the Customers in respect of trades executed on their behalf based on their order instructions not later than the start of next trading day as required under the Securities Brokers (Licensing and Operations) Regulations, 2016 through any of the following acceptable modes of communication unless specifically designated by the Customer in the Form:
  - (a) Recognized courier service;
  - (b) Registered Post at given correspondence address;
  - (c) Facsimile number provided on the Form;
  - (d) By hand subject to receipt/acknowledgement; or
  - (e) Email provided on the Form in case of Electronic Contract Note.

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

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

- 5. 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 PSXRegulations.
- 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 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 / Trading Account, as the case may be;
- 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 Securities 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, as the case may be, 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 /Sub-Account/Trading Account, as the case may be, 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 <a href="https://www.cdcaccess.com.pk">www.cdcaccess.com.pk</a> which shall be deemed to have been read and agreed to by the Users before signing this form.

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