

- 6- اگرىرىلىيكارى اىناك بروكر كىلىجنف كىماتھىلىن رىنىكردېلىدۇان صورت شەدە 7- صع كوت لين دين كابات مدداندران كياجك اوراس كار يكار فركهاجا ف-المثيشنري پردن جائمين جس پراشاک بروگرکابا قاعده نام چھپاہوا ہو۔ ايجنب بإملازم تانونى طور پرمجاز جواورتنام رسيد يراراتصديق نا سے اذليدر يزالي
- ŝ تمام موليان بذراييه چيك ميدار ذرار فيماغذ ذراف دمول ك جائبي يحصرف اخاك بروكرجارى كرف كولى المجنث ياكولى اورضم ادالميكى كالمجازنين -جائزاور قانوني تصورنين كيجاتي-

(ب) انباتون مخردارتك-

مطالعكري - مرداية دف كرن ح يبلح ابراند شودة مى حاصل كري -

1- المناك المحيق كالمارت ك بابرواقع دوتمام وناتر جومتعلقه المناك بردكراور

3

مرماية كمال فكضرودك جكدده جلدازجلدا بنااكاؤنف CDC شكمو لكيم

ショーションシー

-الكوسر ماييكارك ش تحفظ ملكا-

اشاك الممينى كباب ابطداجازت كمبغير كحوسك ممحيون قانو ناحمصص كاكاردبار

كرف كم جاذمين - ان دفاتر ش كى كن سريانيكارى كوقانونى تحفظ مين اوراس

4

مطوبهم وركركري اورمر بايكارى كم الح اليصحوا تشششا خت كري جواجي

سرما ميكارى كے تمام ترمقاصدى دۇشى ش موزوں بوں -

مرنقصان كاانديشب

(المتلفى كمكر) كما مامول اوران كاريد ي حاصل كاجا مي ركول محل اوا يكل م میں لیے کی کرامناک پر دکر ہے رسید ذاتی طور پر حاصل کی جائے کوئی دوسر کی رسید اشاك بروكر كملازم يااس كما يجنف كم نام تين بهونى چا فقدادا ملك كم صورت

2

ماركيث شريجيكى بولى افوابهون پراختبارنة كريك اور بميشه بحديمة محاسم تصرم مايير

كارى كرنيط كري مرماييكارى كانوعيت اوران مصدوابسة خطرات كواتينى طرح بجھلیں۔ جہاں تک مکن ہوسر مایے کارتمام مالیا تی کوشوار دن کا انھی طرح

- 4- تنام ادالى يصورت بيك، بارد را وياغد وراف وغير ومونى جالية جواساك يدوكر
- 3- غريد فرونت كالمريكاتمدين بيشتر بحجا اسى دن حاصل كري-
- 2- اكرار در بدر يديليفون ويك جام محماق ان كاتم ري كاتعد من جلداد جلدا شاك يروكر
  - ---
- 1- خريد فروخت كتمام أرذرتم يرش بول اورانكار يكارذ كعاجائ

يكور فيزاين المحضى تكش آف باكتان فساكوهمول كيا بسك كرمراييكارى سفتعلق فيعلون يا

8,

جبال صم سنثرل ذيبازلوك سنم سكتحت شهوك وبإل تمام خريدار يون كاقبضه

2

كن اشاك برداز كوييا فقيار نيين كدده البينة كلاكم كسف كوكر دي ركدكر بيك س

قرضه حاصل كرب - اكرم ماييكا را في تحصص المشاك بروكر - وصول نين كرتا لوده

ومولى14 دن كالدرماس كياجائ الكراطاك يدوكرك لحرف مصحص

ككن دكي شرائك مجود معالمد فورى طور براشاك المجيني ك علم من الايا

بدایات برائے سر مان کار

طريقة كارك دجر متصوماً مماز عات بيدا يوسايوست لي أن أن ادجه من الميد كالموغير محفوظ بوت عن الم

اشاك بروكرز كساته لين ديناكرته وقت امتياط ادرتوجه صكام نبيل ليقت - اس غير قناط

اودشكايات بممر ليترا يول - مردايد كارول ك مغاوات ك تحفظ كيلي مندرجة وفي سفارشات شاركم

67

ببال المثالي بدوكر كافتر المناك المحيف كماكمارت م بابرا كاشير ياكن دومر م

تالم كركمك مجادراييا دفتر كعو لفتكااجازت نامداشاك أشيخ مصعاص كيامي

شبرش والمتع بوتواليك مسورت ش ابيا وفتر اطاك بروكر كاباضابطه المجنف لملازم بمى

5

پوری قرادا کر کے ضعم فرید یہ اوران کا قبضہ فوری طور پرضا بطرک کاردائی کے مطابق

حاصل كري - ماركيف مثل باضابط كاردبار مصب كرديم مردجطر يقدكار كحقت

(ت) مرمايكارون كوشور ودياجاتا ميك

ا پے نقصان کا خطر ومول لیتا ہے۔

(الف) برادكرم ان بات ويقين بنائي كد-

(ب) משינילוים לילע-

2

اكرمر باليكارمقر رومدت كماندرابي فامدداري يورئ بش كرتا تواساك بدوكركواعتيار

حاصل مبكروه المخاطف ك لن السكصع مادكد ويد بوفروضت ياخريد

كالمخاسر ماييكارى شرانتصان كالمطعى اجتال م-

7

اپڑیڈی تراطک برکر کے پا*ن تر*رہ ماٹے پ**ندلہ کاروبار** کر ا

برم ذكرائي المكامر اليكارى كاكونى تانون حشيف يمولى اوريكا مرماية

كارل رقمفائح يوفي كالال صقارة اعريد بتاج - البد 201

اكرسر ماييكار في اشاك بروكرى وساطت من وى ك كماته تحكونى وفي الكاؤس

(1) كردة تلكنان كاتاريخ كمرفوز أبعدا شاك بروكر يحسب الالؤنث مثل

ركعابوابولواس كوميا فيحيك

(ب) وتأفو قااب عصم كاصور تحال مطوم كرتار بادرى وكاى م

صم كأنمتل يختطن تجريكانعديق مامل كر---

تعديق بحكاكرا تاريج

(ج) البابتكااجازت دوك جائك الماك يدورا في كصم كردى رهار

(Carry Over Transaction Regulations) کارت کی وتشتافر يدونم وخت كموو مد كين جالطة بين ش كاكنفر يشخ ريم لاكالحوري مس كي با ادرادا على كراتح يرزى وليدى مس ك با اعد



# AKY Securities (PVT.) Limited (Participant/TRE Certificate Holder)

Room # 48, 1<sup>st</sup> Floor, PSX old building, Stock Exchange road, Karachi. Tel: 021-32462623-24 Email: <u>akysec2017@gmail.com</u> Web Address: aky.com.pk

# CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS

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

For official use of the Participant/TRE Certificate Holder only

029

BRK-248

15073

Application Form No.

TRE Certificate No.

Securities Broker

Registration No. CDS Participant ID

Sub-Account No.

(Back-office ID) (*if applicable*) Investor Account No.

**Trading Account No.** 

Net with the state of the later	T																
Nature of Account Single	Joint		(Please	use B	LOCK I	etter	S to fil	l the f	form	i)							
	/						•			.,							
I/We hereby apply for opening of my	y/our Tradin	g Accoi	int with	[ <u>AK Y</u>	Securit	ies (PV	I) Limi	teaj:									
1. Trading & Sub-Account	[Opening of	Accour	nt with S	Securit	ies Brok	er for tr	ading, c	ustod	ly an	nd settl	ement]						
2. Investor Account with Cl	DC 3	. 🗆 :	Sub-Ac	count	with Pa	rticipan	t										
4. <b>Trading Account</b> [Openin	ng of Accour	nt with a	Securit	ies Bro	oker for	trading	ourpose	only]	]								
Note: In case applicant choos	es option #4	4 above,	then he	/she sh	all choo	ose any c	of the fol	llowin	ıg:								
Subscribe to	Direct Settl	ement S	Services	s (DSS	) with C	CDC											
<b>Subscribe to</b>	National Cu	ıstodial	Service	es (NC	S) with	NCCPL											
Others (pleas	e specify e.	g. CCM	/ NBCM	A)													
A. REGISTRATION (AND OTHE	ER) DETAI	LSOF	MAIN A	APPLI	CANT	(The info	rmation	shou	ld be	e same	as provi	ided in th	e KYC /	Applicat	ion Forn	n)	
1. Full name of Applicant (As per 0	CNIC/SNIC													UKN N			
2. CNIC SNIC NICOP	ARC																
<b>POC</b> Passport No: [Please tick ( $\Box$ ) appropriate box]																	
<b>3. Details of Contact Person:</b> [Note	. Contact D	ancon al	all not	hatha		th on the	n the M	ain 1	Innli	icant		of the L	int An	licanto	on their	. Attom	
However, Attorney shall not be a Par																	
the Joint Applicants, please tick ( $\Box$ )																	
Form for CDS. Where Contact Perso												I III			- 11		
(a) Contact Person: Main Applicant		Applicat	nt No. 1		Joint Aj	oplicant	No. 2		Joir	nt App	licant N	No. 3	Atto	rney			
(b) Attorney Name: MR. / MRS. / M	S.																
(c) Mailing Address:	hpgl			1								1	1			1	<del></del>
	ARC	-															
<b>POC</b> $\square$ <b>No.</b> [ <i>Please tick</i> ( $\square$ ) appropriate box]																	
(e) Expiry date of CNIC//SNIC/NICO	OP/ARC/PO	C:	D	D	/	М	M	/		Y	Y	Y	Y		-		-
(f) Passport details:			ort Nun	iber:	1	1				Place	e of Issu	ie:	1				
(For a foreigner)		Date	of Issue:							Date	of Exp	iry:					
(g) Contact No:											-						
Land Line No.: (optional)		(h) Fa	ıx: (opti	onal)						(i) Ei	nail :(*	)					
Local Mobile No.(*)																	
*Where the Contact Person is reside																	
the Contact Person is a non-residen																	
Person is an Attorney, the Attorney <i>a</i> ccess.	shall receiv	e such	services	. This	informa	tion wil	l also b	e use	d W	here a	ny othe	er servic	e is sub	oscribed	under 1	the CD	U
access.																	
4. Permanent Address:																	
The address should be of the	Please use	the deta	ils as pr	ovide i	n the K	YC Appl	cation 1	Form	and	l enter	the san	ne in the	CDS				
Main Applicant]			r			11											
· · · ·																	
B. REGISTRATION (AND OTHE details of Joint Holders shall be fetched from t	R) DETAI	LS OF 1 tal / KIS)	THE JC	DINT	APPLIC	CANT(S	) (The inf	formati	ion sl	hould be	e same as	provided i	n the KY	C Applica	tion Form	1. Comple	te
				JO	INT AP	PLICA	NT NO	.1									
1. Full name of Applicant (As per O		/NICO	P/ARC	POC/	Passpor	rt) MR.	/ MRS.	/ MS.	•					UK	N No.		
2. CNIC SNIC NICOP	ARC	1	1			1										1	

<b>POC</b> Passport No: [Please tick $(\Box)$ appropriate box]													
			JOIN	T APPI	LICAN	Т NO. 2	2						
1. Full name of Applicant (As per CNIC/SNIC/	<b>NICOP</b>	/ARC/I	POC/Pa	(ssport	) MR./]	MRS./	MS.			UKN	No.		
2. CNIC SNIC NICOP ARC													
POC Passport No:													
[Please tick ( $\Box$ ) appropriate box]													

			PLICANT NO									
1. Full name of Applicant (As per CN         2. CNIC       SNIC		C/POC/Passpor	t) MR. / MRS	/ MS.			UKN No.					
2. CNIC SNIC NICOP	ARC											
[Please tick ( $\Box$ ) appropriate box]												
C. OTHER ACCOUNT LEVEL INI		nlicont og provi	dad in the VV(	Application	Form shall	hausad						
1. Bank Details: The bank account int	formation of the Main Aj	pplicant as provi		Application	FORT Shall	be used.						
2. Residential Status:	The Resident Status of th	e Main Applica	nt as provided i	n the KYC Ap	pplication F	orm shall be	used.					
<b>3. Basis of Remittance</b> [Please tick (✓) i	the appropriate boxes]		R	epatriable			Non-Repa	triable				
	Non-resident Pakis	stani	Г	7								
	Foreigner/ Pakistan	i Origin										
	5	5		_	DI			1				
4. Zakat Status:					Please	tick ( 🗸 ) the	appropriate	box				
[If, according to the Fiqh of the Applie	cant(s), Zakat is not dedi	uctible, then rele	evant	Mu	uslim Zakat	deductible						
Declaration on prescribed format sha				Mu	uslim Zakat	non-deductib	ole					
concerned Participant/TREC Holder/I affidavit.	nvestor Accountholder].	Non-Muslims si	iall submit an		ot Applicabl	e						
	(a) Name of Nominee					-						
5. Particulars of nominee (Optional but if desired,	(a) Name of Nominee:	•		Spouse		Father		Mother				
nomination should only be made	(b) Relationship with	Main Applicant:		spouse		Faulei		Would				
in case of sole individual and not	[Please tick ( $\Box$ ) approx	* *	L	Brother	·  L	Sister		Son				
<b>joint account)</b> [Nomination may be made in terms			Г	Daughte	er							
of requirements of Section 79 of the	(c) CNIC SNIC	NICOP	<u>_</u>									
Companies Act, 2017, which inter	ARC POC No	):										
alia requires that person nominated as aforesaid shall not be a person	[Please tick ( $\Box$ ) approx	opriate boxl										
other than the following relatives of	(d) Expiry date of CNIC											
the Investor Accountholder/Sub- Account Holder, namely: a spouse,	(.) <b>D</b>			Passport Num Place of Issue								
father, mother, brother, sister and	(e) Passport details: (In case of a foreigner	• or a Pakistani d		Date of Issue								
son or daughter.]				Date of Expir	ry:							
D. CDC access: CDC provides <u>FREE 0</u> related information.	F COST services under CD0	C access whereby	Sub-account hold	ers/Investor Ac	ccountholders	s can have real	time access to	their accor	unt			
1. Do you wish to subscribe to free of	cost IVR/Web Service	? [Please tick (`	) the appropr	ate box]		Yes			No			
2. If you are subscribing to IVR and		ovide following	details of you	· Contact Per	rson:							
(a) Date of Birth (b) Mother's Maiden Name:	D D	/ M	M	/	Y	Y	Y	Y				
E. AUTHORIZATION UNDER SE	CTIONS 12 AND 24 OI	F THE CDC A	T EXCLUSE	VELY FOR S	SETTLEM	ENT OF UP	NDERLYIN	G TRAD	Æ <del>S,</del>			
PLEDGE AND RECOVERY OF PA	AYMENTS, CHARGE	S AND LOSSE	S (FOR SUB-	ACCOUNT	ONLY)							
I/we the undersigned, hereby give my/ Book-entry Securities beneficially ow												
exclusively meant for the following pu		a in ing/our bao			ie i unierpu		neo transaeti	ono unat a				
a. For the settlement of any ur												
b. For pledge securities transa Clearing House from time		House relating	to any of my/ou	r underlying	market tran	sactions (tra	des) to be se	ttled throu	.igh the			
c. For the recovery of paymen		market purchas	e transactions n	ade by me/us	s from time	to time;						
d. Movement by me/us from												
Participant to my/our Sub Account which is under the					articipant o	or to my/our	Sub-Accou	nt under	any Main			
e. Securities transactions whi					r Family Mo	embers or ot	her persons	in accord	ance with			
the CDC Regulations from		11 64 1					. 1. 1 1/					
		es or losses against any or all of the above transactions carried out by me/ us or services availed; and/or y me/us for any other purposes as prescribed by the Commission from time to time.										
						a . u	,					
Specific authority on each occasion sh purposes as permitted under the applic			or handling of	Book-entry Se	ecurities ber	neficially ow	ned by me/u	is for all o	ther			
Note: Please note that above shall serve Account Holder(s) and entered in his/h												
however require specific authority in v												
worth Rs. 500,000/- and above, the ab							-	-				
F. OPERATING INSTRUCTIONS												
1. Signatory(ies) to give instruction			Names of S	ignatory(ies)			Specime	<del>n Signatu</del>	res			
Participant/TREC Holder pertainin of the Investor Account / Sub-Accou	· ·	(a)										
Account.	int / 11 aunig	(b)										
(Please specify Investor account, sub-	account and trading	(c)										
account operating instructions in the re	elevant column along	(d)										
with names and specimen signatures signatories)	oj autnorised											
~ /												

2. Investor Account/Sub-Account Operating Instructions	Sing	gly (Either or Survi	vor)			Attorr	ney			
in writing: [Please () appropriate box]	ers of									
	the	signatories)								
2 Tue diag Assessed Openating Instanctions	Sing	ļly				Attorr	ney			
3. Trading Account Operating Instructions: [Please (✓) appropriate box]										
G. SIGNATURES					1					
Name of Applicant:		Date: Place:		Sig	nature:					
Name of Joint Applicant No 1:	Date: Place:		Sig	nature:						
Name of Joint Applicant No 2:	e of Joint Applicant No 2:			Sig	nature:					
Name of Joint Applicant No 3:	nt Applicant No 3:			Sig	nature:					
from time to time and shall abide by the same in respect of	hereby agree to admit the Applicant(s) as the Investor Accountholder(s)/S time to time and shall abide by the same in respect of opening, maintenar							litions a	as amer	ided
Name of Participant/TREC Holder:		Date:								
Participant's/TREC Holder's Seal & Signature:										
Witnesses:										
1. Name:						1				
Signature: CNIC No:		-							-	
2. Name:										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 and Conditions of relevant service provider, as applicable.

Specimen Signature Card (for Investor Accountholder(s) only).
 Juvenile Card / Form-B / Child registration Certificate (CRC) of the minor (if applicable).

\* Note: Non-Resident/foreigners shall submit the documents duly attested by either notary public or Consul General of Pakistan have jurisdiction over the Applicant(s). However, in case of non-resident/foreigner belonging to the country or state which has acceded to the Convention 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents (Apostille Convention), the non-resident/foreigner may opt to submit the requisite documents with the Apostille issued by the Competent Authority under the Apostille Convention.

H. FOR THE USE	OF PA	RTICIPANT/TRE	СНО	LDER ONLY			
Particulars of Custor	ner Rel	ationship Form veri	fied by	/:			
Application:		Approved		Rejected	Signature: (Authorized signatory)/Stamp		Date:
Investor Account/Su	b-Acco	unt no. issued:					
Investor Account/Su	b-Acco	ount /Trading Acco	unt op	pened by:			
Saved by:					Posted by:		
Signature:		Date:			Signature:	Date	:
Remarks: (if any)							

ACKNOWLEDGEN	MENT RECEIPT
Application No:	Date of receipt:
I/We hereby confirm and acknowledge the receipt of duly filled and signed Custome	er Relationship Form from the following Applicant:
[Insert 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, attached herewith as Annexure A, before signing and executing this form

### **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 From 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;
- 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;
- 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;
- ia) I/We being the Applicant(s), hereby authorize that all the information furnished by me/us in the form shall be shared with Centralized Gateway Portal pursuant to requirements prescribed by the Securities & Exchange Commission of Pakistan.
- 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) 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 and the attached 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 <u>www.cdcaccess.com.pk</u> 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

### 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.
- 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.
- 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'sSecurities 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).
- 10. Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be dee med 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 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.
- 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 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.
- 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.
- 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 Bookentry 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;
  - 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;
  - (b) Registered Post at given correspondence address;(c) Facsimile number provided on the Form;
  - (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.
- 6. 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.
- 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.
- 8. 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.
- 9. 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.
- 10. 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 or under any other applicable law.
- 11. The Securities Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities le dgers 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.
- 12. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The 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 Thirty (30) days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
- 13. The Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

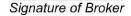
# Terms and Conditions for Trading Account

- The Broker may assign a reference number to the Account Holder to use the Electronic Trading facility. The Broker shall not be deemed to receive any order through Electronic Trading until a reference number is assigned. The Broker shall not be liable if the Account Holder fails to receive a reference number, or to receive an official confirmation of trade or any discrepancies in account balance or positions unless the same is immediately notified in writing to the Broker.
- 2. The charges for custodial services will be intimated to the Account Holders by the Broker. If the Broker has been appointed as a Custodian, the Securities purchased for the Account Holders will be retained by the Broker on account of the Account Holders on payment of such charges.
- This Agreement shall come into effect upon the acceptance by the Broker of the Account Opening Form executed by the Account Holder(s) which shall be 3. communicated verbally to the Account Holders. The Account Opening Form signed by the Account Holders authorizes the Broker to verify the creditworthiness and reputation of the Account Holders. The Broker may reject an application without assigning any reason.
- The Terms and Conditions Contained in this Brokerage Account Agreement are subject to change by the Broker at its discretion upon written notice to the 4. Account Holders. The Account Holders shall be deemed to have accepted any and all changes by not closing and/or by continuing to use the Account. the Broker reserves the right at its discretion to restrict trading, disbursements or transfers and to require additional documentation or margins from time to time for the purpose of maintaining the Account and/or executing instructions on account of the Account Holders.
- The information supplied by the Account Holders on any Account Opening Form is warranted by the Account Holders to be accurate and the Account 5. Holders agrees to notify the Broker in Writing of any changes in that information. The Account Holders warrants that only he or they has/have an interest in the Account and that they have attained the age of majority.
- The Account Holder(s) also agrees to notify the Broker in writing if he or they are or become (1) employed or affiliated with any securities firm, brokerage 6. house, (2) an officer director, affiliate or 10% shareholder of a public listed company.
- The Account Holders further represents that his properties and assets have not come under any prohibition, restriction or restraining order under the National Accountability Bureau Ordinance, 1999, the Offences In Respect of Banks (Special Courts) Ordinance, 1983, the Federal Investigation Agency Act, 1974 or the Anti-Narcotics Force Act, 1997 or any other such laws, rules or regulations. In case any Securities held by the Account Holders comes within the limitations or prohibitions of such laws or prohibitory orders of any court or lawful authority, the Account Holders shall forthwith notify the same to 7. the Broker.
- The Account Holders shall be responsible for knowing the rights and terms for all Securities bought, sold and maintained at the Broker, including but not 8 limited to stock splits, reorganization. The Account Holders is responsible for monitoring the activity in his Account and agrees to notify the Broker immediately of any discrepancies.
- The Broker reserves the right to reject, cancel or impose additional requirements on any Order given up us. The Broker may, but is not obligated to, notify 9 the Account Holders of any upcoming expiration or redemption dates, or take any action on your behalf without yours specific instructions except as required by law and rules of regulatory authorities.
- Certain Securities may grant you valuable rights that may expire unless you take specific action. These securities include bonds, convertible securities, 10. warrants, stock rights, and Securities subject to exchange offers or tenders. If any such Security is about to expire worthless or be redeemed for less than its fair market value and instructions have not been received from the Account Holders may, at its discretion, sell the Security and credit the Account Holders' with the proceeds.
- The Account Holders shall assume all market risks and the Broker shall not be liable or responsible to advise the Account Holders as to the investment in 11. and sale and purchase of Securities. If the pin or code is disclosed to any third party, whether advertently or inadvertently, the Account Holder shall immediately notify the same to the Broker and shall be solely liable for any misuse thereof.
- The Account Holders appreciates and assumes full risk involved in the electronic trading, and neither the Broker nor any director or officers would be responsible or liable in any manner for any losses or damage that may be suffered by the Account Holders, including due to the misuse of the Account Holders' PIN/password or CODE hacking of the lines and piracy of the Account Holders' information and affairs by unscrupulous persons. 12.
- 13. The Agreement shall inure to the benefit of the Broker and its successors and assigns. The Broker may assign its rights and duties under this agreement to any affiliate, subsidiary or successor without notice to you, or to any other entity.
- 14. The Broker will not be liable for losses incurred directly or indirectly by causes beyond its control, including but not limited to government restrictions, natural disasters, wars, strikes, and exchange or market rulings, interruptions of data processing services or communications, or disruptions in orderly trading on any market or Stock Exchange. The Account Holders assumes all market and specific risks of the investments made.
- 15. The market data the Broker receives and makes available to customers is from sources believed to be accurate and reliable. However, the Broker does not in any way warrant or guarantee its accuracy and can not be held liable for inaccuracies or interruptions in its availability.
- The Broker shall not be responsible or liable for any error, omission or mistake appearing in the list of shares annexed to any bill of cost or for any 16. consequences arising there from.
- The Broker shall not be liable for any fluctuation in the market prices of the Securities purchased or sold on account of the Account Holders for any 17. reasons whatsoever and the net rates/prices of confirmations of sale or purchases shall be considered as the concluded final rates/prices binding upon both the parties.
- 18. The Broker shall not be liable for any losses or damages to the Account Holders for any reason what so ever in respect of any actions done by The Broker or any other persons in pursuance of or in connection with this agreement.
- 19. The Broker or any of its employees shall not be responsible if the Account Holder sustained any loss from his investment decisions.
- I/We, the Account Holder(s) acknowledge receipt of this account opening form (signed here by me/us in duplicate) along with the copies of all the annexures and I/we, the Account Holder(s) also undertake that I/we have understood all the above terms and conditions of this agreement which are 20. acceptable to me/us.
- 21. I/We the Account Holder(s) understand(s) that the shares trading business carries risk and subject to the due diligence on part of the Broker, I/we may incur losses for which I/we, the Account Holder(s) shall not hold the Broker responsible.
- I/We, the Account Holder(s) further confirm that all information given in this application is true and complete and hereby authorize the Broke to verify any 22. information mentioned above.

Main Applicant

✓ Joint Applicant 1

 $\frac{\checkmark}{\text{Joint Applicant 2}} \qquad \frac{\checkmark}{\text{Joint Applicant 3}}$ 



Note: Signature on "x" is mandatory and "
"
"
for joint account holder(s)

# **Special Terms and Conditions for Online Trading:**

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

- A. A Password or PIN will be issued to the Account Holder(s) by Broker as the Account Holder(s)' Personal identification Number or Code to enable the Account Holder(s) to have an access to and use this Account for On-line Trading. The Account Holder(s) shall not disclose the Password/PIN to any person and shall take every reasonable precaution to prevent discovery of the Password/PIN by any other person.
- B. The Broker may electronically transfer delivery of confirmation, statements and other notices in connection with Electronic/On-line Trading. It shall be the responsibility of the Account Holder(s) to review, upon receipt of e-mails, confirmation statements, notice margin and maintenance calls whether delivered by mail, e-mail or terminals at its own discretion. If the Password/PIN is disclosed to any third party the Account Holder(s) should immediately notify the same to the Broker. The Account Holder(s) will immediately notify the Broker of any loss, theft or unauthorized use of his/her/their/its Password, account number and Password/PIN. The Account Holder(s) shall immediately notify and change in his/her/its/their e-mail or other address as mentioned in the Application Form.
- C. All risk connected and involved with Electronic/On-line Trading will be assumed fully by the Account Holder(s). Neither the Broker, nor any directors or officers would be responsible or liable in any manner for any losses or damages that may be suffered by the Account Holder(s), including those due to the misuse of the Account Holder(s)' Password or PIN, hacking of lines, outages and slowdowns in the internet connection, and piracy of the Account Holder(s) information and affairs by unscrupulous persons.
- D (i) The Broker may at any time and from time to time require Additional Margin in the Account (in cash or Securities) before executing any Orders or undertaking any transactions through Electronic change mode. On-line Trading Facility on account of the Account Holder(s). The amount and timing may vary depending on factors solely at the Broker's discretion. The Broker shall have the right to liquidate the Account Holder(s)' trading position(s) if the Account Margin is insufficient at any time and the conditions of the Right to Set Off clause below shall apply.
- D (ii) In the event that the Account Holders do not fully meet a settlement obligation or any other obligations of this Agreement, the Broker may at its discretion take action including but not limited to: liquidating of Securities or money from any of the Account Holders' the Brokers Accounts in which the Account Holders may have a financial interest. The Account Holders will be responsible for commissions and all costs and losses arising from these actions. Any profits realized from covering short positions and/or liquidations will be retained by the Broker. For its cover or protection, the Broker may without notice, by Securities, liquidate part or all of the Account Holders' Account, decline additional orders or instructions regarding the Account, and place restrictions against the Account Holders' Account. As a result of executing any instructions on behalf of the Account Holders, the Broker reserves the right to take any action, anytime before or after settlement date to reduce the Broker financial exposure.
- E. The Broker may at its discretion elect with or without notice to square off the Account Holder(s) Account and makeall obligations in the Account immediately due and payable by the Account Holder(s) without assigning any reason.
- F. The Broker may assign a refrence number to the Account Holder to use the Electronic Trading facility. The Broker shall not be deemed to receive any order through Electronic Trading until a reference number is assigned. The Broker shall not be liable if the Account Holder fails to receive a reference number, or to receive an official confirmation of trade or any discrepancies in account balance or positions unless the same is immediately notified in writing to the Broker.
- G. The Broker may electronically transfer delivery of confirmation, statements and other notices in connection with Electronic Trading, It shall the responsibility of the Account Holder to review, upon receipt e-mails, confirmation statements, notices margin and maintenance calls whether delivered by mail, e-mail or electronic terminals at its own discretion. Any information, confirmation, statements and other notices, which may be transmitted to the Account Holder electronically, shall also be considered to be delivered as a hard copy version. If the PIN/Password is disclosed to any third party the Account Holder should immediately notify the same to the Broker. The Account holder will immediately notify the Broker of any loss, theft, or unauthorized use of his password, account number and PIN/Password. The Account Holder shall immediately notify any change in its e-mail or other address as mentioned in the Application Form.

### **Additional Terms and Conditions**

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

- I. At the time of opening the Account, the Account Holder(s) shall deposit minimum margin in cash and/or listed Securities of equivalent value acceptable to the Broker as per its haircut valuation policy. The net value of the Securities/cash balance will be monitored regularly. The Broker shall have the right to call for the deficit amount.
- II. In case the Account Holder(s) is/are authorized by the Broker to undertake online trading, the Broker shall also be authorized to act upon the instructions of the Account Holder(s); whether written or verbal. The Broker shall provide confirmation of the executed transactions via e-mail or as required by the Account Holder(s). All such transactions recorded by the Broker in his books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/them, subject to Clause 5 of the Terms and Conditions for Trading Account.
- III. The Broker shall put forth its best endeavors to service and execute the order of the Account Holder(s).
- IV. While the Broker shall endeavor to purchase or sell the Securities as per the Account Holder(s) instructions while placing the order, the Broker does not guarantee or assure that the transactions may materialize fully.
- V. The Account Holder(s) shall be liable to pay all federal, provincial and local taxes, duties, fees and other levies, such as income tax, capital gains tax, capital value tax, sales tax, excise duty, stock exchange charges, NCCPL charges, CDC charges, etc. (collectively "Taxes"), as may be applicable on the Account Holder(s) or the transactions executed on his/her/their behalf. The Broker is hereby unconditionally authorized by the Account Holder(s) to deduct Taxes from payments to be made to the Account Holder(s) or recover the applicable Taxes out of the funds or Securities of the Account Holder(s) that may be available with the Broker for onward payments to the concerned tax authorities. The Account Holder(s) shall indemnify the Broker against all losses, damages, costs and expenses that may be sustained or suffered by the Broker for non-payment of any Taxes due to want of sufficient funds or Securities of appropriate value in the Account of the Account Holder(s).
- VI. In case of non-payment by the Account Holder(s) within the time stipulated in clause 5 of the Terms and Conditions for Trading Account the Broker shall have the right to square off the deal and any loss suffered therein, shall be borne by the Account Holder(s). The Broker shall have a lien and/or first charge on the Account Holder(s) Securities and deposits held on account of the Account Holder(s) for recovery of such loss.
- VI. (A). If any such delay continues beyond one (1) business day, the Broker shall have the right to resell the Securities at the risk, cost and account of the Account Holder(s) and all losses suffered shall be borne and made good by Account Holder(s). In case if the cheque given by the Account Holder(s) bounces, a handling charge of Rs. 1,000/- will be recovered from the Account Holder(s). The recovery of these charges shall not prejudice the Broker's right to initiate any other legal proceedings against the Account Holder(s).
- VI (B). Without prejudice to the Broker's rights contained in Clauses V and VI(A) above, in case the Account Holder(s) fails to make the payment for any trade, etc. and the Broker claims the amount in arbitration proceedings, whether initiated by the Broker or by the Account Holder(s), or in a suit or other proceedings that may be initiated by the Broker or the Account Holder(s) in a court of law, the Broker shall have the right to claim by way of liquidated damages (not by way of interest or penalty) @ six months KIBOR plus 4% on the outstanding amount from the date of the institution of the arbitration proceedings or the suit or any other legal proceedings, as the case may be, it realization by payment made by the Account Holder(s) or by enforcement of the arbitrat award or the decree of the court, as the case may be, to cover the Broker's cost of funds.
- VII. It is mutually agreed between the Securities Broker and Account Holder(s) that any free credit balances in Account Holder('s) Account are being maintained to facilitate Account Holder(s)' intention to invest such amount through the Broker. It is specifically agreed and understood that under no circumstances whatsoever will the Securities Broker allow any credit facilities.
- VIII. For Sale contracts involving physical scrip, the Account Holder(s) shall deliver the Securities to Securities Broker at least two (2) days before the scheduled date of delivery. The scheduled date of delivery will be intimated to the Account Holder(s) by the Securities Broker at the time of confirmation of the sell order. If the deliveries are not received by the scheduled date, the sell position held by the Account Holder(s) will be squared under intimation to the Account Holder(s) and the resulting loss incurred, if any, due to squaring the position will be charged to the Account Holder(s). Securities' certificate(s) will not be accepted for effecting deliveries unless blank transfer deeds with signatures duly verified by the concerned companies along with the original Security certificate(s) are delivered to the Securities Broker. In case Security certificate(s) and/or the corresponding transfer deed(s) and/or the Securities are not found to be in order, the Securities Broker will have the right to refuse or reject the same in which event the Account Holder(s) shall timely replace/deliver substitute of the saudice scurities' certificate(s) or get the original deeds and/or the Securities' certificate(s).
- IX. The proceeds of the Securities sold on account of the Account Holder(s) shall become due on the business day following settlement date. The Securities Broker shall not be liable for delays in the payments to be made by NCCPL or the PSX or the TRE Certificate Holder of the PSX through whom the Securities have been sold by the Securities Broker on account of the Account Holder(s), as the case may be.
- X. In case of purchase contracts, deliveries will be effectuated to the Account Holder(s) on the settlement dates, mentioned in the Confirmation of purchase; provided, however, that each payment is charged/received by the Securities Broker at least one day before the settlement date. Payment in excess of Rs. 25,000/- will be accepted only by a recognized direct fund deposit banking instrument/online fund transfer mechanism of a reputed Bank acceptable to the Securities Broker. If the payment is not received before the settlement date or if the Payment instrument bounces, the Securities Broker shall be free to transfer the securities to its Collateral Account as mentioned in Clause 5 of the Terms and Conditions for Trading Account, without prejudice to the Securities Broker's other rights, remedies and resources. Purchase bill will be issued for every related transaction.
- XI. In addition to Terms and Conditions contained herein, the Terms and Conditions in respect of Direct Settlement System (DSS) of Central Depository Company of Pakistan Limited (CDC) and centralized clearing, settlement and custody service named as National Custodial Services (NCS) of National Clearing Company of Pakistan Limited (NCCPL) will be applicable to all transactions effectuated on account of the Account Holder(s). According to both the Systems of CDC and NCCPL, if a transaction exceeds the upper limit of available balance in the Account Holder(s)' Trading Account limits both in respect of the amount held in the Trading Account, as well as available balance of the Securities in the Account Holder(s)' Sub-Account, the trade will be rejected and the Securities will be transferred to Securities Broker's House Account. In such an event, payment will also have to be made by the Securities Broker out of its own resources.

Therefore, in case sufficient Securities are not available in the Account Holder(s)' Sub-Account, the Securities Broker will have to cover the short sale from the open market at the Account Holder(s)' cost and risk. In case of breach of upper limit in respect of credit balance or available securities in DSS/NCS account, the Securities Broker will receive the Securities purchased in the Securities Broker's House Account and the Securities Broker will control the Account Holder(s) will continue to be liable to pay the purchase bill of the Securities Broker, along with all losses, damages, costs and expenses that may be suffered by the Securities Broker. Likewise, in case of short sale, the Securities Broker will cover the shortfall in the Securities from the open market at the risk and cost of the Account Holder(s) and the Account Holder(s) will be liable for all losses, damages, costs and expenses that may be suffered by the Securities Broker. Likewise, in case of short sale, the Securities Broker will cover the shortfall in the Securities from the open market at the risk and cost of the Account Holder(s) and the Account Holder(s) will be liable for all losses, damages, costs and expenses that may be suffered by the Securities Broker.

- XII. The Securities Broker shall charge SECP from the Account Holder(s) at the rates notified by the Securities Broker to the Account Holder(s) from time to time, such rates will be subject to change by the Securities Broker at its discretion. Provided, however, any increase in the rate of SECP shall not apply to an order already executed on account of the Account Holder(s). The sale proceeds and purchase bills will be inclusive of SECP and other levies.
- XIII. The Securities Broker shall have complete discretion as to keeping of unutilized funds of the Account Holder(s) in a current bank account, or in a profit bearing bank account. In case the Securities Broker at its sole discretion decides to keep the unutilized funds of the Account Holder(s) in a profit bearing bank account of the Securities Broker's choice, funds of the various other account holders of the Securities Broker will also be kept in such account and the Securities Broker will deduct 2% as a management fee out of the profit earned. The amount of profit accrued is prorated to the actual number of days during which funds of the Account Holder(s) remained unutilized. Such amount will be credited in the ledger account of the Account Holder(s) on quarterly basis. The Account Holder(s) shall however not question the rate of profit or the computation of the Account Holder(s) is Broker.
- XIV. In the event of failure or refusal to effect delivery against any purchase contract by any TREC holder or NCCPL through whom the Securities Broker may have purchased the Securities or refusal to accept delivery against any sale contract by any TREC holder or NCCPL through whom the Securities Broker may have sold the Securities, the Securities Broker shall not be liable for any damages, costs or legal expenses which the Account Holder(s) may suffer or sustain and in such an event, the related Rules and Regulations will prevail and be binding upon the parties.
- XV. In the event of the Account Holder(s)' refusal to accept delivery and to make payment against any Purchase Contract or refusal or delay in effecting delivery against any Sale Contract, the Account Holder(s) shall be liable to compensate the Securities Broker for all losses and damages, including the financial cost as well as legal cost (if any) that the Securities Broker may suffer or sustain on account of the Account Holder(s)' delay or default.
- XVI. The Securities Broker shall not be liable for any fraud, forgery, mis-declaration or any other act or omission on the part of any constituent or TREC holder of the PSX/ NCCPL or their respective Account Holder(s) and the Securities shall be deemed to have been purchased or sold at the risk and cost of the Account Holder(s) with no obligation on part of the Securities Broker.
- XVII. In case of hacking of any of its information system or any other system that forms part of trading, the Securities Broker shall not be liable in any manner whatsoever.

×

Main Applicant

✓ Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Note: Signature on "X" is mandatory and "
"
for joint account holder(s)

- XVIII. In case any information or data relating to the Account Holder(s), including but not limited to the Statements of Ledger Account, CDC sub-accounts, transactions effectuated for or on account of the Account Holder(s), payments made by or received from the Account Holder(s) from time to time, etc. is called by any lawful authority or agency or a court or tribunal, the Securities Broker shall be obliged to provide the same and shall not be held liable in any manner for such disclosures.
- XIX. For Book-Entry Securities: For book-entry securities, the following Additional Terms and Conditions shall apply:
  - (a) For book-entry securities deposited with the Central Depository Company of Pakistan Limited, deliveries will be effected as per the Central Depositories Act, 1997 and the Central Depository Company of Pakistan Limited Regulations and other applicable Rules and Regulations pertaining to book-entry securities.
  - (b) The Terms and Conditions for Trading Account contained in CDC sub-account opening form to be executed by the Account Holder(s) shall apply to all transactions relating to book-entry securities.

### XX. Margin Financing (MFS)/Margin Trading (MTS)/ Security Lending and Borrowing (SLB): For Margin Financing/Margin Trading/Securities Lending & Borrowing, the following Additional Terms and Conditions shall apply:

- (a) Margin Financing, Margin Trading, Securities Lending and Borrowing and Pledging of Securities on account of the Account Holder(s) shall be governed by the Securities (Leveraged Markets and Pledging) Rules, 2011 and any amendments thereto or substitutions thereof or any other legal or regulatory requirement as implemented from time to time. The Account Holder(s) undertake(s) to execute the Securities Broker's standardized documents for such transactions, including those prescribed by SECP, PSX, NCCPL, etc.
- (b) The Account Holder(s) shall be eligible to enter into multiple Margin Financing/Margin Trading/SLB Contracts at the same time and shall be for a tenure not greater than the respective tenure prescribed by the respective regulations from time to time or such other period as the Securities Broker may at its sole discretion determine.
- (c) The minimum equity participation amount that the Securities Broker shall accept for each MF/MT/SLB Contract shall not be lower than the limit prescribed by the National Clearing Company of Pakistan Limited Regulations, 2003, (Regulations) as amended and/or modified from time to time. However, the Securities Broker at its discretion can request for higher equity participation than what is prescribed in the Regulations
- (d) In respect of MT/MF/SLB transactions, the Account Holder(s) shall pay to the Securities Broker mark-up on financing computed at the rate as decided from time to time pro-rated to the actual number of days for which any amount is financed to or on account of the Account Holder(s). The Securities Broker shall have the right to debit Account Holder(s)' Account for the mark-up and the Account Holder(s) undertake(s) to pay the mark-up immediately upon written demand from the Securities Broker without raising any issues.
- (e) The purchase of Securities shall be carried out by the Account Holder(s) only in respect of MT/MF/SLB Eligible Securities as decided by the Securities Broker from time to time. The Account Holder(s) accept(s) and acknowledge(s) that the Securities Broker has the sole discretion to limit the number of MT/MF/SLB Eligible Securities for which it may wish to facilitate the Account Holder(s), and the Account Holder(s) can only ask for facilitation of those MT/MF/SLB Eligible Securities from the Securities Broker which the Securities Broker has short-listed. Any change to the MT/MF/SLB Eligible Securities shall be effected immediately by the Securities Broker except where the MT/MF/SLB Securities' contract already executed require otherwise.
- (f) In case of any corporate action such as a dividend/bonus declaration or a rights announcement by a MT/MF/SLB Eligible Security which has been financed by the MT/MF Financier, such right shall remain vested with the Account Holder(s) and the MT/MF Financier shall not benefit from such actions in spite of the Securities being in its custody.
- (g) If there is any loss in the Account Holder(s)' Account due to Mark-to-Market (MTM) of the MT/MF/SLB Contract, such losses shall be settled by the Account Holder(s) within one business day.
- (h) The Securities Broker is hereby authorized by the Account Holder(s) to mortgage, pledge or hypothecate the Securities deposited or bought on behalf of the Account Holder(s) by the Securities Broker to the related financial institution for a sum not exceeding the outstanding balance in the margin account, to the extent that the same is permissible under the applicable Laws, Rules and Regulations.
- (i) The Account Holder(s) unconditionally agree(s) that his/her/their Securities may be sold by the margin financier, in case of any default or margin call not being addressed as per the requirements of Rules & Regulations as applicable from time to time, in the course of financing.
- (j) Notwithstanding the conditions of Clauses 2 and 6 of the Terms and Conditions for Trading Account, in the event of default, failure, refusal or inability on part of the Account Holder(s) to repay the finance or any outstanding mark-up thereon, the Securities Broker shall have the right to square up and liquidate the position of the Account Holder(s) and sell all the Securities held on account of the Account Holder(s) upon one business days' notice to the Account Holder(s). The net sale proceeds so realized after deduction of Securities Brokerage, costs, taxes, duties, etc. shall be applied towards adjustment of the outstanding's owed by the Account Holder(s) to the Securities Broker. In case of any shortfall, the Account Holder(s) shall be liable to pay the same to the Securities Broker with late payment charges at the rate mentioned in Clause V above, computed from the due date(s) of the outstanding amount up to the date of actual realization by the Securities Broker.
- (k) It is hereby distinctly understood that the grant of this MT/MF Facility by the Securities Broker to the Account Holder(s) is subject to the provisions of the Securities Leveraged Markets and Pledging Rules, 2011 with such variations and modifications as may be made from time to time. The Account Holder(s) has/have read, understood and agreed to abide by the provisions of the said Rules, as well as other applicable Rules and Regulations. Further, all applicable Procedures, prescribed Documents, Policies, Notifications, Rules, Regulations, etc. issued or made by the Stock PSX/NCCPL/SECP in respect of Margin Financing/Margin Trading/Securities Lending & Borrowing shall become applicable and binding on the Account Holder(s) and the Securities Broker.

If any fine is imposed or other adverse action is taken by the SECP or the Stock PSX or NCCPL against the Securities Broker due to non-compliance of any of the provisions of the said Rules and/or any direction of the SECP or the Stock PSX or NCCPL by the Account Holder(s), the Account Holder(s) shall be liable to pay the same to the Securities Broker and indemnify and keep indemnified the Securities Broker against all losses, costs, expenses, demands, proceedings and compensate the Securities Broker in all respect to the full extent.

- (I) The Securities Broker hereby discloses, and the Account Holder(s) acknowledge(s) that the transaction and activity of Margin Trading/Margin Financing/Securities Lending & Borrowing has its inherent risks, and consequently, the Account Holder(s) by entering into this Agreement accepts such risks. Such risks include, but are not limited to, default risk, economic risk, market risk, regulatory risk, interest rate risk, priority rights of other creditors in case of liquidation, and other force majeure events like terrorism, acts of God, civil commotion, failure of communication and I.T. related systems downtime or other glitches, etc.
- (m) The Account Holder(s) represent(s) that the funds being provided by him/her/them is/are his/her/their own funds and not obtained or borrowed from any other person.

### XXI. Trading in Future Contracts:

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

### XXII. Custodial Services:

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

### XXIII. Termination/Suspension:

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

### XXIV. Risk Disclosure:

The Risk Disclosure Statement annexed to this Account Opening Form shall form an integral part of these Terms and Conditions. The above Additional Terms and Conditions are supplemental to the Terms and Conditions for Trading Account and not in derogation thereof. In case of any conflict between any of these Additional Terms and Conditions and the Terms and Conditions for Trading Account, the Terms and Conditions for Trading Account will prevail.

×

× Main Applicant

Joint Applicant 2

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

Joint Applicant 1

Joint Applicant 3

Annexure II



# **AKY SECURITIES (PVT) LTD.**

Room No. 48, 1<sup>st</sup> Floor, PSX Building, Stock Exchange Road, Karachi 74000 Tel: 021-32462623-24 Email: <u>akysec2017@gmail.com</u> Web: www.aky.com.pk

### KNOW YOUR CUSTOMER (KYC) APPLICATION FORM (To be also used for Online Account Opening with AI)

NIN	TTAT
IND	UAL

(Form to be filled preferably in BLOCK LETTERS)

A. IDENTITY DETAILS OF APPLICANT														
1. Full name of Applicant (As per CNIC/SN	IC/NICOP/ARC/POC/P	assp	ort^) Mr.	/ N	1rs. / Ms.									
2. a. Father's / Husband's Name:					2.b. Mother'	s M	laide	n Nar	ne:					
3. a. Nationality:	b. Marital status:		Single		Married		c. 8	tatus:		Resi	dent		Non-Resident	
d. Place of Birth	e. Gender:	N	1ale		Female									
4. a. CNIC/ SNIC/NICOP/ARC/POC No:														
b. Expiry date:	c. issue date:							Li	fetime:					
5. Passport details:^	Passport Number:								f Issue:					
(For a foreigner or a non-resident Pakistani)	Date of Issue:						E	ate of	Expiry:					
6. Date of Birth				_		_								
B. ADDRESS DETAILSOF APPLICANT														
1.(a)Mailing Address:					1 6 1									
(Address should be different from authorized in		ess e	except for a			oriz	ed in	termed	diary)		<u> </u>			
$(1) \mathbf{T}_{1} (\mathbf{O}_{1}) \mathbf{x} = (1) \mathbf{T}_{1} (\mathbf{D}_{1}) \mathbf{x}$	City/Town/Village: (d) Mobile**:				ovince/State:						Count	ry:		
(b) Tel. (Off.)*: (c) Tel. (Res.)*: Specify the proof of address submitted for m				(6	e) Email**:									
2. (a)Permanent Address:														
2. (a)Fermanent Address: City/Town/Village: Province	/State: Co	untr	<b>.</b>											
(Mandatory, if different from above or oversea		unu	y.											
(b) Tel. (Off.)*: (c) Tel. (Res.)*:	(d) Mobile:				(e) Ema	il (I	Ifany	):						
Specify the proof of address submitted for perm	anent address^:						5	,						
C.OTHERDETAILS														
1. Gross Annual Income Details (please specify	):   Below Rs. 100.	.000	-		Rs. 250,00	- R	Rs. 500	0.000			Rs. 1.00	0.00	l - Rs. 2,500,000	
	Rs. 100,001 -		50,000		Rs. 500,00				0				500,001	
2. Source of Income:														
3. (a) Occupation:	Agriculturist		Busir	iess			Hou	sewife	e				Household	
[Please tick ( ), the appropriate	Retired Person		Stude	ent			Bus	ness I	Executive	•			Industrialist	
box]	Professional		Servi	ce			Gov	t. /Puł	olic Secto	or			Others (Specify)	
(b) Name of Employer / Business:				1. T	Citle / Desident					(1	D			
(Include symbol if employer listed company)			(0) 10	001	itle / Designat	1011				(a	) Depar	unen	lt:	
(e) Address of Employer / Business:														
D. BANK DETAILS/ E-WALLET														
Bank/ E-Wallet Name:														
IBAN/ E-Wallet No.														
Bank Name:					IBAN No.:									
E-Wallet Provider Name:					E-Wallet Nu	ıml	ber:							
E. DECLARATION														
I hereby confirm that all the information f	urnished above is true ar	nd co	prrect to t	he l	best of my k	nov	vledg	e and	belief a	nd I u	ndertak	e to	inform you of any c	hange
therein, immediately. In case any of the above														
						-		-					•	
I hereby, unconditionally and irrevocably, Annexure to this KYC Application Form du														as an

I hereby acknowledge that I was informed by the Authorized Intermediary at the time of filing this KYC Application Form that these terms and conditions are prescribed under CKO Regulations, 2017 and are also available on the website of CKO, further, I have no doubt or concern that the terms and conditions shared with me by the Authorized Intermediary are any different from the ones specified in CKO Regulation, 2017 and available an CKO's website.

Signature of the Applicant No^	Date:	(dd/mm/yyyy)	Signatur	e of the Applicant as per CNIC/SNIC/NICOP/ARC/POC/Passport
				(Only applicable if Applicant signature is different)
FOR OFFICE USE ONLY				
I hereby confirm and acknowled the time of filing of this KYC A		full the relevant terms and co	onditions attac	ched as an Annexure to this KYC Application Form to the Customer at
Regulations, 2017 and on the w	ebsite of CKO, I furthe	r confirm and acknowledge t	that I have no	Form regarding the availability of these terms and conditions in CKO of doubt or concern that the terms and conditions shared with Customer ted in CKO Regulations, 2017 and available at CKO's website.
Authorized Signatory		D	ate	Seal/Stamp of the Authorized Intermediary
* Optional				

\*\* For NICOP/ARC/POC/Passport, Email is mandatory and Mobile Number is Optional. Whereas for CNIC/SNIC, Mobile Number is Mandatory and Email is Optional, however, in case of online account opening, both mobile number and email address are mandatory for resident individual Pakistani customers. In case of SNIC where country of stay is not Pakistan, email will be mandatory.

\*\*\* IBAN / E-Wallet Number shall be mandatory for all Customers except for those who have provided an undertaking for exclusion from IBAN requirement due to any exception available under applicable laws, rules, regulations etc or where permitted by CKO for reasons to be recorded.

## TERMS AND CONDITIONS FORMING MANDATORY PART OF KYC APPLICATION FORM FOR INDIVIDUAL AND KYC APPLICATION FORM FOR CORPORATES AS PRESCRIBED UNDER ANNEXURE II AND ANNEXURE III OF THESE REGULATIONS

### Terms & Conditions of the KYC Application Form:

- 1. All terms herein shall, unless expressly stated otherwise, have the same meaning as ascribed to them in the Centralized KYC Organization Regulations.
- 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. All correspondence shall be sent by CKO at the mailing address and/or email address of the Customer, as stated on the KYC Application Form. KYC application form shall be submitted electronically for Online Account Opening of Individual Pakistani Customer by Authorized Intermediary that is a Professional Clearing Member or a Securities Broker.
- 4. Neither the CKO nor its directors, officers, employees or agents shall be liable for losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of providing its KYC Information to Authorized Intermediaries or the CKO due to any reasons whatsoever including its unauthorized disclosure.
- 5. The Customer undertakes to indemnify the CKO against any losses, damages, liabilities, costs or expenses suffered or incurred by CKO, including any legal costs and claims by third parties, as a result of any inaccuracy, misrepresentation, misstatement or incorrect details in the information supplied by the Customer or any omission in such information or any other contravention or violation of the Centralized KYC Organization Regulations
- 6. The Customer agrees that in the event that he does not abide by the timelines prescribed in the Centralized KYC Organization Regulations for submission of information and confirmation to the NCCPL, the NCCPL shall be authorized to take action as prescribed in the Centralized KYC Organization Regulations. The Customer undertakes that it shall hold CKO harmless and that CKO shall not be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of such actions.
- 7. The Customer agrees that CKO may hold, store and process its KYC Information on the KYC Information System and KYC Database in connection with its KYC functions under the Centralized KYC Organization Regulations. The Customer also agrees that CKO may disclose its KYC Information as permitted under the CKO Regulations and such other disclosures as may be reasonably necessary for compliance with any other laws or regulatory requirements.
- 8. The Customer acknowledges that KYC Information System and KYC Database, including but not limited to all the information contained therein is the legal property of CKO.
- The Customer agrees that verification against KYC information provided by Customer and Authorized Intermediaries, shall be performed by CKO as per CKO Regulations and such verifications shall include verification of KYC information through linked services such as RAAST, 1-Link, PMD, NADRA, etc.

- 10. The Customer agrees that KYC information provided by Customer at the time of onboarding shall be shared with CDC in pursuance of provisions prescribed by the Securities & Exchange Commission of Pakistan with respect to Central Gateway Portal managed by CDC.
- 11. The Authorized Intermediaries agree to pay CKO the fees and charges as prescribed by CKO from time to time in respect of its KYC functions.
- 12. CKO has absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavor to give prior notice of fifteen days wherever feasible for such changes.
- 13. The Customer agrees and affirms that it shall be bound by and acts in accordance with the provisions of the Centralized KYC Organization Regulations.
- 14. These terms and conditions shall be governed by the laws of Pakistan.

\* The terms and conditions will be part of the Online Account Form for Individual Pakistani Customers.

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

YES	NO	
YES		
YES	NO	
YES		
YES	NO	
	NO	NO RESPONSE
11 12		
		1

### FOR OFFICE PURPOSE

### INVESTOR RISK PROFILE

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

## FOR INTERNAL USE ONLY KYC / CDC Checklist

Date:	Account Title:	Account / UIN #
SECTION A		
Minimum Information/Documents to I	be provided by Investor	
	Pls Tick	Pls Pls Tick Ticl
1. Individuals/Sole Proprietorships	2. Partnerships	3. Institutions / Corporates
CNIC of Principal and Joint Holders / Passport for Foreign Nationals / NICOP for non-resident Pakistanis	CNICs/NICOP of all partners, as applicable	CNICs/NICOP ofAuthorized Signatures and Directors
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 registered pertnership firm)	Documentary evidence of Tax Exemption (if applicable)
	NTN Certificate	Certificate of Incorporation
		Certificate of Commencement of Business
		Certified Copy of Board Resolution
		Memorandum & Article of Association/Bye Laws/Trust Deed
		Audited Accounts of the Company
4. Trusts	5. Clubs Societies and Associations	6 Executors/Administratiors
CNICs of all trustees	Certified copy of certificate of	CNICs of all
Certified copy of all Trust Deed	List of Members	Certified copy of Letter of
Latest financials of the trust	NIC/NICOP of Members of	
	C + C 1 C1 1 / 1 1	
Documentay Evidence of Tax Exemption (if applicable)	Certified copy of bylaws/rules and regulations	

If documents / information is complete, Proceed to Section B

List any missing documnets / information below: 1 2

### If ANY document or information is missing, proceed to Section G4

### SECTION B

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

### SECTION C

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

SECTION D

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

### SETION E

Individual			
1. Is the person a non-resident Pakistan		YES	NO
2. Is the person a high net worth individual with no identifiable source of incom his / her profile/source of income doesn't match with size & quantity of investm	1002803	YES	NO
3. Is the person involved in dealing in high value items (based on	declaration occupation)	YES	NO
4. Is the person a foreign national		YES	NO
5. Does the person appear to have links or money transfer to/from offshore tax I or belongs to country(s) where KYC/CDD and anti money laundering regulation 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-li	ne	YES	NO
If the response to amy Question (1-7) above	was 'YES', proceed to Section G	.3	•
8. Is the person a holder of a senior level public (government) office i.e a politic	ally	005031013205	
exposed person (PEP) or a family member of PEP.		YES	NO
9. Is the person a holder of high profile position (e.g. senior or politician)		YES	NO
If the response to amy Question (8-9) above	was 'VES' proceed to Section F		

If the response to amy Question (8-9) above was 'YES', proceed to Section F else proceed to Section G.1

FATF recommendations and is supervised by a regulatory body

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

### SETION G

Checked by:

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

 Completed by:
 Name of Sales Person / Agent
 Signature
 Date

Signature



**AKY SECURITIES (PVT) LTD.** 

### **TREC HOLDER / CORPORATE BROKER** PAKISTAN STOCK EXCHANGE LTD.

Room No. 48, 1st Floor, Pakistan Stock Exchange Building. Stock Exchange Road, Karachi 74000 Tel: 021-32462623-24 Email: info.akysecurities@gmail.com, stockspaki2017@gmail.com Web: www.aky.com.pk

# FATCA Form - Account Holder

The Foreign Account Tax Compliance Act (FATCA) is U.S.legislation enacted by US Congress to prevent offshore tax abuses by U.S. persons (including individuals and corporate). It is aimed at US persons from holding financial accounts outside the U.S.to evade U.S tax liabilities.To enforce compliance FATCA requires foreign financial institutions (FFis) like AKY Securities (Pvt.) Ltd. to report directly to the IRS information about financial account held by U.S taxpayers (even it they hold only non-U.S.assets), or held by foreign entities in which U.S. taxpayers hold a substantial

To complex foreign financial institutions to disclose information about the foreign accounts of U.S.taxpayrs,FATCA imposes a penalty on noncompliant foreign financial institutions of 30% withholding tax applied to payments of U.S source income gross proceeds of sales of property that could produce U.S.income and passthru payments.

AKY Securities (Pvt.) Ltd. is required by applicable law to request certain taxpayer information from certain persons who maintain an account with it (whether such persons are U.S. taxpayers or not). Information collected will only be used for fulfil AKY Securities (Pvt.) Ltd. requirements under applicable law and will not be used for any other purpose.

Section A

Name:

This section must be completed by any individual who wishes to open or maintain an account Please complete this form separately for each individual of a joint Account

Country of Tax residence:(Pakistan)	Other		Country and City of Birth : Pakistan
Place tick / to appropriate box	tat	- Alle	Document Required
1 Are you a U.S. Resident	Yes	NO	• If Yes,
2 Are you a U.S. Citizen	Yes	NO	Please provide Form W-9
3 Do you hold a U.S. Permanent Resident Card [Green Card]	Yes	NO	-
4 Where you born in U. S. A.	Yes	NO	<ul> <li>If Yes.</li> <li>Please provide form W-9</li> <li>In case you claim to be Non US Person: Please fill section B of this form and provide Non-US passport and certificate of loss of Nationality [i.e. form 1- 407]</li> </ul>
5 Are there any standing instructions to transfer to a US account	Yes	NO	<ul> <li>If Yes,</li> <li>Please provide Form W-9, or</li> </ul>
6 Do you have any power of Attorney/Authorized Signatory/Mandate holder having US Address	Yes	NO	<ul> <li>In case you claim to be a Non-US Person please fill section B of this form supported by other documentary evidence establishing the Non-US status.</li> </ul>
7 Do you have US residence/mailing/Sole care of address?	Yes	NO	<ul> <li>If Yes,</li> <li>Please provide form w-9,or</li> </ul>
8 Do you have a US telephone number	Yes	NO	In case you claim to be a No-US Person please fill section B
9 do you have any tax obligation in a country other than Pakistan	Yes	NO	of this form and provide non-US Passport and other documentary evidence establishing the non-US status.

I hereby confirm the information provided above is true, accurate and complete.

- I hereby provide my/our consent to TREC Holder or any of its associates/affiliates including branches (collectively "the Broker") to disclose and furnish and share information pertaining to my/our account to domestic or overseas regulators or tax authorities where necessary to establish our tax liability in any jurisdiction.
- I also authorize to Broker to deduct withholding tax from my/our account when required to do so by domestic or overseas regulators or tax authorities or pay out, from my/our account(s) such amounts as may be required according to applicable laws, rules, regulations, agreements with regulations or authorities and directives (both local and international).
- I shall indemnify and hold the Broker harmless against any claim, damages, costs, expenses and other direct and/or indirect consequence of the Broker disclosing, furnishing and sharing any information pertaining to my/our trading account with any domestic or overseas regulators or tax authorities.
- I agree and undertake to notify the broker within thirty (30) day calendar day if there is a change in any information which I have provided to the Broker.

**Customer**'s Signature

Date

US Taxpayer Indentification Number (if any) in case of U.S Person:

x

# Compliance Officer AKY Securities (Pvt.) Limited.

Dear Sir / Madam

### Sub: Declaration Housewife & / OR Beneficial Owner

	<u>a</u> l	S/o, W/o, D/o, WD/ohaving CNIC/NICOP/PPT/POC/ARC No.
		hereby declare & confirm as under.
	1)	The funds in my account will be sourced from:
	a)	b)
	Rela	ationship with the funds provider
	2)	The Ultimate beneficiary of my account is (Self 🥅 /Other 🦳 )
lf c	ther,	Name of Beneficial Owner:
Rel	ation	ship with the beneficial Owner:

If the funds are received / deposited in my account from sources other than as mentioned above, I undertake to inform / declare in writing to AKYSL forth with to update the Company's record.

I further undertake to abide by all the rules & regulations for maintenance of account at the AKYSL and to provide any/ all information and documentary support in evidence thereof in respect of transaction, if required by the broker now or at any later stage.

Also I wish to certify that the information/ undertaking provided above is true, correct and complete in all respects and I shall be fully responsible for any/ all consequences in case any information provided by me to the broker prove to be false at any later stage in which case the broker shall be fully entitled to close the relationship without any prior intimation to me.

I declare and undertake to promptly inform the broker in writing of any change in the information provided by me hereinabove and the account opening form.

Mst. /	Mrs.		

Signature:	×

	In the presence of	
Signature_		
Signature _		

То

Verification / Intimation of authorized person

AKY Securities (Pvt.) Limited.

TREC HOLDER / CORPORATE BROKER

Name

Signature

Date: \_\_\_\_\_

# UNDERTAKING OF RISK DISCLOSURE

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: \_\_\_\_\_

	REQUIRED DOCUMENTS			
01	Clear & Fresh CNIC Copy			
02	Account Maintenance Certificate			
03	International Bank Account Number (IBAN)			
04	CNIC Copies of Two Witnesses			
05	Business & Services Visiting Card			
06	Email Address & Mobile Number			
07	Latest Utility Bill			
08	Salary Slip			
09	Annual Income			
10	Return File Documents 116(2) – (If Filer)			
11	Retirement Letter (If Retired Person)			
12	Housewife Declaration (Beneficial Details) (Housewife Account)			
13	Zakat Declaration (CZ-50)			
14	Nominee CNIC (if Nominated)			