

# Corporate TREC Holder: Pakistan Stock Exchange Limited TRE Certificate Number-332 Broker Registration Number BRP-201

# Customer Relationship Form (For Corporate)

CUSTOMER NAME:
UKN NUMBER:
TRADING ACCOUNT NUMBER:
KATS / CLIENT CODE:
CDC SUB-ACCOUNT NUMBER:

#### GENERAL INSTRUCTIONS FOR ACCOUNT OPENING FORM

- 1. Please read carefully, the Terms and Conditions appearing under form before filling in the applicable blanks/boxes and signing the form.
- 2. Each and every column must be filled in **BLOCK LETTERS**.
- 3. Please tick relevant boxes where applicable.
- 4. Each page of CRF will be duly signed by the Broker and Authorized Signatory(ies) along with common seal.
- 5. Columns which are not applicable should be marked "NA" and also to be initiated.
- <u>Email Address</u> and <u>Mobile Number</u> is mandatory for Account opening.
   [Please provide Mobile number & Email address of the Authorized Signatory(ies)/Contact Person]
- 7. Complete all relevant sections fully. Failure to complete all the applicable sections fully may delay or prevent the opening of the Account.
- All payments from the Customers to the Broker should be made in the name of the Broker (Company) through <u>"A/c Payee Only"</u> crossed cheque, Bank Drafts, Pay Orders, or other Banking Channels only.
- 9. When submitting the documents, ensure that you have included all additional documents required.
- 10. Make sure that you have read and understood the terms and conditions and schedule of charges.
- **11.** After completion of all formalities please return the Customer Relationship Form to us at:

<u>Compliance Department</u> Trust Securities & Brokerage Limited, Suite No. 401, 4<sup>th</sup> Floor Business & Finance Center, I.I. Chundrigar Road, Karachi.

**12.** Upon receipt of your form, account opening process will be initiated. Confirmation of Account Opening will be provided as soon as possible. (subject to the fulfillment of Customer Relationship Form).

#### ENCLOSURES FOR CORPORATE CLIENTS

- 1. Certified true copy of Board Resolution (specimen provided as per Annexure-A)
- 2. Copies of valid Computerized National Identity Cards / NICOP / Passports of Authorized Signatories/Board of Direcors/Contact Person/CEO.
- Certified true copies of Constitutive Documents of the Applicant (Memorandum & Articles of Association, Act / Charter / Statute / By laws / Rules & Regulations, Certificate of Incorporation, Certificate of Commencement of Business, Prospectus for Modaraba, Relevant licenses and registration issued by Regulatory Bodies etc.)
- 4. Certified Copy of NTN Certificate, if applicable. (if exempted please provide Exemption Certificate or supporting documents / Letter of Undertaking, where the applicant opt not to obtain NTN)
- 5. Certified copy of list of Directors / Trustees (if applicable)
- 6. List of Authorized Signatories (on Company's Letter Head duly signed by CEO/Company Secretary).
- 7. List of Nominated persons authorized to place orders.
- 8. Financial Statements (Latest /Audited)
- 9. Attested copies of CNIC / NICOP / Passports of Contact Person/Board of Directors/CEO/Beneficial Owner
- **10.** Terms & Conditions of relevant service provider, as applicable.
- **11.** Specimen Signature Card (for Investor Accountholder(s) only)
- \* Note: Non-resident/ foreigners shall submit the documents duly attested by either notary public or Consul General of Pakistan having jurisdiction over the Applicant.



TRUST SECURITIES & BROKERAGE LTD SPECIMEN SIGNATURE CARD							
TRADING A/C NO.	CDC SUB-A/C NO.						
MOBILE NUMBER OF CONTACT PERSO	N						
SPECIMEN SIGNATURES OF AUTHORIZ	ED SIGNATORIES:-						
Name	Name						
Signature	Signature						
Name	Name						
Signature	Signature						
FOR OFFICE USE ONLY							
	Signature						
Admitted by Approved	by Scanned on						



#### Corporate TRE-Certificate Holder 332 Pakistan Stock Exchange Limited

## **Head Office:**

Suite No. 401, 4<sup>th</sup> Floor, Business & Finance Center, I.I. Chundrigar Road Karachi. UAN: (92-21) 111-000-875, Fax: (92-21) 3246 7660, Email: <u>info@tsbl.com.pk</u>, Web: <u>www.tsbl.com.pk</u>

## CUSTOMER RELATIONSHIP FORM FOR COMPANY AND OTHER BODY CORPORATES

For official use of the Participant / TRE Certificate Holder only				
Application Form Number				
TRE Certificate Number	332			
Securities Broker Registration No.	BRP-201			
CDS Participant ID	01164			
Sub-Account No.				
Trading Account No. (Back-office ID) (if applicable)				
Investor Account No.				

UKN No.

#### (Please Also Fill KYC APPLICATION FORM)

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

I/We hereby apply for opening of my/our following account [please tick (✓) only one relevant box] with Trust Securities & Brokerage Limited.

- 1. Trading & Sub-Account [Opening of Account with Securities Broker for trading, custody and settlement]
- 2. Investor Account with CDC 3. Sub-Account with Participant

4. Trading Account [Opening of Account with a Securities Broker for trading purpose only]

Note: In case applicant chooses option # 4 above, then he/she shall choose any of the following:

Subscribe to Direct Settlement Services (DSS) with CDC

- Subscribe to National Custodial Services (NCS) with NCCPL
- Others (please specify e.g. CCM/ NBCM) \_

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

1. Full Name of Applicant (As per Constitutive documents)

2. Registration Number / Unique Identification Number ("UIN"):

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

B. OTHER ACCOUNT LEVEL INFORMATION												
1. Bank Details: The bank account information as provided in the KYC Application Form shall be used.												
2. Residential Status / Basis of Remittance [Please tick (✓) the appropriate box]				Residen	<u>:</u>	Non-Resident			Repatriable			Non- Repatriable
	Pakistani											
	Foreign Company/Body Corporate											
C. CDC access	C. CDC <i>a</i> ccess											
CDC provides <u>FREE C</u> information.	<u>DF COST</u> services under CDC access v	vhereby	Sub-acc	ount hol	ders/Inv	estor Ac	countho	lders car	n have re	al time a	access to	their account related
<b>1.</b> Do you wish to subscribe to free of cost IVR/Web Service? [Please tick ( ✓ ) the appropriate box]									Yes			No
2. If you are subscribing to IVR and Web Service, please provide following details of your Contact Person:												
(a) Date of Birth		D	D	/	M	Μ	/	Υ	Υ	Υ	Υ	
(b) Mother's Maiden Name:												



# D. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)

I/we the undersigned, hereby give our express authority to the Participant under Section 12 and Section 24 of the Central Depositories Act, 1997 to handle Bookentry Securities beneficially owned by me/us and entered in our Sub-Account maintained with the Participant for securities transactions that are exclusively meant for the following purposes:

- a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;
- b. For pledge securities transactions with the Clearing House relating to any of our underlying market transactions (trades) to be settled through the Clearing House from time to time;
- c. For the recovery of payment against any underlying market purchase transactions made by us from time to time;
- d. Movement by us from time to time of our Book-entry Securities from our Sub-Account under the Main Account under the control of the Participant to our Sub-Account under another Main Account under the control of the Participant or to our Sub-Account under any Main Account which is under the control of another Participant or to our Investor Account;
- e. For the recovery of any charges or losses against any or all of the above transactions carried out by us or services availed; and/or
- f. Delivery Transaction made by us for any other purposes as prescribed by the Commission from time to time.

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

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

#### E. OPERATING INSTRUCTIONS

1. Signatory (ies) to give instruction to the Participant/		Names of Signatory(ies)										Specimen Signatures			
TREC Holder pertaining to the operations of the Investor Account / Sub-Account / Trading Account.	(a)														
(Please specify Investor account, sub- account and trading	( - )	(b)													
account operating instructions in the relevant column along with names and specimen signatures of authorised		(c)													
signatories)	(d)	(d)													
					Sin	ngly						Attorney			
<ul> <li>2. Investor Account /Sub-Account Operating Instructions in writing:         [Please (✓) appropriate box ]</li> </ul>		(Plea	ly [any] ise men ignator	ntion	the r	elevan	nt num	bers c							
					Sin	ngly							Attorn	ey	
<ol> <li>Trading Account Operating Instructions:</li> <li>[Please (✓) appropriate box ]</li> </ol>		Jointly [any] (Please mention the relevant numbers of the signatories)													
F. AUTHORIZED SIGNATORIES OF THE APPLICANT DATE & PLACE															
We hereby agree to admit the Applicant as the Investor Accounth to time and shall abide by the same in respect of opening, mainte	-										Conditio	ns as a	mende	d from	n time
Name of Participant / TREC Holder: TRUST SECURITIES AND BRC	KERAGE	LIMITED	<u>)</u>		Date	e:									
Participant's / TREC Holder's Seal & Signature:															
Witnesses:															
1. Name:						r —	1	-	-			1		r	1
Signature: CNIC No:						-								-	
2. Name:						1	1	1	-			1		T	1
Signature: CNIC No:						-								-	
				_		_	_	_	_					Dag	<u>, )</u>



#### Enclosures\*:

- 1. Certified copy of Board Resolution/Power of Attorney (specimen provided as per Annexure-A).
- 2. Copies of valid Computerized National Identity Cards/NICOP/Passports of the Authorized Signatories.
- 3. Certified copies of Constitutive Documents of the Applicant (Memorandum & Articles of Association, Act/Charter/Statute/Bylaws/Rules & Regulations, Certificate of Incorporation, Certificate of commencement of business, Prospectus for Modaraba, relevant licences and registration issued by regulatory bodies etc.).
- 4. Certified copy of NTN Certificate (If exempted, please provide supporting documents/Letter of Undertaking, where the applicant opt not to obtain NTN).
- 5. Certified copy of list of Directors/Trustees (if applicable).
- 6. Terms & Conditions of relevant service provider, as applicable.
- 7. Specimen Signature Card (for Investor Accountholder(s) only).
- \* Note:

Non-resident/ foreigners shall submit the documents duly attested by either notary public or Consul General of Pakistan having jurisdiction over the Applicant.

G. FOR THE USE OF PARTICIPANT / TREC HOLDERS ONLY								
Particulars of Customer Relationship Form verified by :								
Application: Approve	ed 🗌	Rejected	Signature: (Authorized Signatory)/Stam	p D	Date:			
Investor Account/Sub-Account No. issued:								
Investor Account/ Sub-Account /Tradi	ng Account opened by	:						
Saved by:			Posted by:					
Signature:	Date:		Signature:	Date:				
Remarks: (if any)								



#### TERMS AND CONDITIONS

#### Please read and understand Terms and Conditions attached herewith as "B" before signing and executing this form

#### **DECLARATION AND UNDERTAKING**

#### We, the undersigned Applicants, hereby declare that:

- a) We are not in receivership, court-appointed managership or under winding-up or under any analogous form of administration;
- b) We are not applied to be adjudicated as an insolvent and that we have not suspended payment and that we have not compounded with our creditors;
- c) We are not an undischarged insolvent;
- d) None of our chief executive, directors or other officers have, at any time within 5 years before making this application, been convicted of an offence involving moral turpitude or a non-cognizable offence against any law in connection with our business, professional or commercial activities;
- e) We confirm and acknowledge that we have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Securities Broker/Participant, as an annexure to this Form at the time of signing of this Form and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and 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 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) 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) We, being the Applicant, hereby further confirm that all the information contained in this form is true and correct to the best of our knowledge as on the date of making this application;
- h) We further agree that any false/misleading information by us or suspension of any material fact will render our Sub-Account/ Trading Account, as the case may be, liable for termination and further action under the law;
- We specifically declare and undertake that all the documents filed/submitted by us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives (or, where applicable, officers of the foreign company concerned) and are in accordance with the applicable law;
- j) We agree that 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 we have affirmed/consented with the Terms and Conditions; and
- k) 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:

Authorized Signatories of the Applicant

Participant/TREC Holder



#### ANNEXURE-A BOARD RESOLUTION

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

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

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

Signatures of the Directors

1. \_\_\_\_\_\_ 2. \_\_\_\_\_

3. \_\_\_\_\_\_4. \_\_\_\_\_

5. \_\_\_\_\_

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



#### ANNEXURE-B

TERMS AND CONDITIONS

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

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

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

- All Trades, Transactions, including non-Exchange Transactions, Derivative Contracts and deals (jointly referred to as "Transactions") between the Parties and Clearing and Settlement thereof and opening, maintenance and operations of Sub-Account in the CDS shall be subject to the Securities Act, 2015, Central Depositories Act, 1997, Pakistan Stock Exchange Limited (PSX) Regulations, Central Depository Company of Pakistan Limited (CDC) Regulations, CKO Regulations, 2017, National Clearing Company of Pakistan Limited (NCCPL) Regulations and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
- 2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
- 3. The Securities Broker/Participant shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. The Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
- 4. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
- 5. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
- 6. The Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
- 7. Subject to applicable laws, the Securities Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose the same to any third party. However, in case the SECP, PSX, CDC or any competent authority under the law, as the case may be, requires any such information, the Securities Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
- 8. The Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
- 9. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Securities Broker. Upon receipt of instruction from the Customer, the Participant/Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Securities Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s). In case of any change in the Participant's/Securities Broker's address or contact numbers or any other related information, the Securities Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
- 10. Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the Securities Broker/Participant to the Sub-Account Holder(s)/Customer(s).
- 11. The Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his/ her/its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities 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 its 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 (D) 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 its 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 its 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 its 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 Book-entry Securities except as agreed by the Participant separately in writing.
- 9. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

#### TERMS AND CONDITIONS FOR TRADING ACCOUNT

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

- 1. 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.
- 2. The Securities Broker may deposit unutilized funds of the Customers in a separate profit-bearing bank account under intimation to such Customers and shall distribute such profit to the Customers out of total profit accrued on such funds as mutually agreed in writing between the Broker and Customer.
- 3. The Securities Broker shall be authorized to act on the instructions of the Customers given through any of the following modes of communication unless specifically designated by the Customer in the Form:
  - (a) Telephonic communication over a dedicated telephone line(s) routed through centralized call recording system;
  - (b) Email/SMS/Fax/Letter on the authorized email address/mobile/fax/address of the Securities Brokers;
  - (c) Verbal orders placed through personal appearance in the registered office subject to receipt of written acknowledgement of such in-person orders by Securities Brokers.
- 4. The Securities Broker shall make out the Contract Note (physical or electronic form) to the Customers in respect of trades executed on their behalf based on their order instructions not later than the start of next trading day as required under the Securities Brokers (Licensing and Operations) Regulations, 2016 through any of the following acceptable modes of communication unless specifically designated by the Customer in the Form:
  - (a). Recognized courier service;
  - (b). Registered Post at given correspondence address;
  - (c). Facsimile number provided on the Form;
  - (d). By hand subject to receipt/acknowledgement; or
  - (e). Email provided on the Form in case of Electronic Contract Note.

TRUST SECURITIES & BROKERAGE LTD

All such transactions recorded by the Securities Broker in the prescribed manner shall be conclusive and binding upon the Customer unless the Customer raises observation relating to unauthorized execution of such transaction or any error in the Contract Note within one trading day of the receipt of such Contract Note. In the event of any dispute relating to order placement or executing of orders, the burden of proof shall be on the Securities Brokers to establish the authenticity of such order placement or execution thereof.

- 5. In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), the Securities Broker shall have absolute discretion to liquidate the Customer's outstanding positions including the securities purchased and carried in such account to meet the margin shortfall without further notice to the Customer.
- 6. The Securities Broker shall be responsible for the payment of any credit cash balance available in the account of the Customer through cross cheques or other banking channels (instruments) only within one (1) trading day of the request of the Customer subject to the maintenance of the margin requirements.
- 7. The Customer is aware that in the event of its non- payment on settlement day against securities bought on its account, the Securities Broker may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
- 8. The Securities Broker shall accept from the Customer payments through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other banking channels drawn on Customer's own bank account in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Securities Broker through banks would be regarded as good as cheque. The Securities Broker shall provide the receipt to the Customer(s) in the name of the Customers duly signed by its authorized employee and the Customer(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Customer(s), specifically mentioning if payment is for margin or the purchase of securities. The Securities Broker shall immediately deposit in its bank account all cash received in whole i.e. no payments shall be made from the cash received from clients. However, in exceptional circumstances, where it becomes necessary for Securities Broker to accept cash in excess of Rs.25,000/-, the Securities Broker shall immediately report within one trading day such instances with rationale thereof to the PSX in accordance with the mechanism prescribed by PSX.
- 9. The Securities Brokers shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period prescribed under the Securities Brokers (Licensing and Operations) Regulations, 2016.
- 10. The Securities Broker shall provide to the Customers a quarterly Account Statement which shall include cash and securities ledgers as back office and CDC Sub-Account records along with reconciliation of any differences therein through any of the aforesaid modes of communication. In case of any discrepancy in the ledger statement, the Customer shall inform the Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
- 11. The Customer shall pay all applicable taxes and statutory and regulatory fee and levies and brokerage commissions as are prevailing from time to time in connection with the brokerage services rendered. The Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than five (5) trading days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
- 12. The Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.



Trust Securities & Brokerage Limited is a Corporate TRE Certificate Holder of Pakistan Stock Exchange Limited and furnishing this document prescribed by the Pakistan Stock Exchange (PSX) under Clause 13(1) of the Securities Broker (Licensing and Operation) Regulations, 2016 to its prospective customers to provide some facts about trading in securities and to ensure that the customers are well informed about the risks involved with trading of securities.

This document contains important information relating to various types of risks associated with trading and investment in financial products (equity securities, fixed income instruments, derivative contracts etc.) being traded at Pakistan Stock Exchange. The Customer should carefully read this document before opening trading account with <u>Trust Securities & Brokerage Limited</u>.

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

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

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

#### THE CUSTOMER MUST BE AWARE OF AND ACQUAINTED WITH THE FOLLOWING

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

#### **1.1 VOLATILITY RISK**

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

#### **1.2 LIQUIDITY RISK**

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



#### **1.3 SPECULATIVE TRADING RISK**

Speculation involves trading of a security / contract with the expectation that it will become valuable in a very near future. These transactions are attempted to make profit from fluctuations in the market value of securities, rather than fundamental value of a security and/or underlying attributes embodied in the securities such as dividends, bonus or any other factor(s) materially affecting the price.

Speculative trading results in an uncertain degree of gain or loss. Almost all investment activities involve speculative risks to some extent, as a customer has no idea whether an investment will be a blazing success or an utter failure.

Day trading strategy is a common example of speculative trading in which customers buy and sell the same security / derivative within the same day, such that all obligations are netted off and closed and no settlement obligations stand. The customer indulging in a day-trading strategy needs to be more vigilant and informed than the customers investing for a longer period, as market may not move during the day as the day-trader originally anticipated, resulting in a loss to them.

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

The Bid-Ask spread is the difference between the offer price and bid price of a security / contract quoted by the Market Makers or trading parties. The size of spread is affected by a number of factors such as liquidity, volatility, free float (the total number of shares outstanding that are readily available for trading) etc. Generally, low liquidity, high volatility and low free float levels of security may result in relatively wider Bid-Ask Spread. The higher Bid-Ask spread can result in greater cost to customers.

#### **1.5 RISK PERTAINING TO PRICE TO FLUCTUATIONS DUE TO CORPORATE ANNOUNCEMENTS**

The corporate announcements by the issuers for the corporate actions or any other material information may affect the price of the securities. These announcements combined with relatively lower liquidity of the security may result in significant price volatility. The customers, while making any investment decision in such securities/contracts, are advised to take into account such announcements. Moreover, the customers should be cautious and vigilant in case fake rumours are circulating in the market. The Customers are advised to refrain from acting purely based on such rumours rather take well informed investment decision in the light of all facts and circumstances associated with such securities and their issuers.

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

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

#### 1.7 SYSTEM RISK

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

#### **1.8 SYSTEMIC RISK**

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

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

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



#### 1.10 RISK OF ONLINE SERVICES

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

#### 1.11 REGULATORY / LEGAL RISK

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

#### 2. **RISKS INDERIVATIVE & LEVERAGE PRODUCTS**

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

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

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

- a) Trading in the derivative and leverage markets involves risk and may result in potentially unlimited losses that are greater than the amount deposited with the company. As with any high risk financial product, the customer should not risk any funds that the customer cannot afford to lose, such as retirement savings, medical and other emergency funds, funds set aside for purposes such as education or home ownership, proceeds from student loans or mortgages, or funds required to meet living expenses.
- b) All derivative and leverage trading involves risk, and there is not trading strategy that can eliminate it. Strategies using combinations of positions, such as spreads, maybe as risky as outright long or short positions. Trading in equity futures contracts requires knowledge of both securities and the future markets.
- c) The customer needs to be cautious of claims of large profits from trading in such products. Although the high degree of leverage can result in large and immediate losses.
- d) Because of the leverage involved and the nature of equity future contract transactions, customer may feel the effects of his / her /their losses immediately. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'leveraged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds the customer has deposited or will have to deposit. This may work against customer as well as for him/her. Customer may sustain a total loss of initial margin funds and any additional funds deposited with the company to maintain his / her position. If the market moves against his/her position or margin levels are increased, and the customer may be called upon to pay substantial additional funds on short notice to maintain his/her position. If the customer is fails to comply with a request /call for additional funds within the time specified , his /her position may be liquidated / squared-up at a loss and the customer will be liable for loss , if any, in his /her account.
- e) The customer may find it difficult or impossible to liquidate / square-up a position due to certain market condition. Generally, the customer enters into an offsetting transaction in order to liquidate/square-up a position in a derivative or leverage contract or to limit the risk. If the customer cannot liquidate position, they may not be able to realize a gain in the value on position or prevent losses from increasing. This inability to liquidate could occur, for example, if trading is halted due to some emergency or unusual event in either the equity futures contract or the underlying security, no trading due to imposition of circuit breaker or system failure occurs on the part of the Exchange or at the Company carrying customer's position. Even if customers can liquidate position, they may be forced to do so at a price that involves a large loss.
- f) Under certain market conditions, the prices of derivative contracts may not maintain their customary or anticipated relationships to the prices of the underlying security. These pricing disparities could occur, for example, when the market for the equity futures contract is liquid, when the primary market for the underlying security is closed, or when the reporting of transactions in the under lying security has been delayed.



- g) The customer may be required to settle certain future s contracts with physical delivery of the underlying security. If the customer hold position in a physically settled equity futures contract until the end of the last trading day prior to expiration, the customer shall be obligated to make or take delivery of the underlying securities, which could involve additional costs. The customer should carefully review the settlement and delivery conditions before entering into an equity future contract.
- h) Day trading strategies involving equity futures contracts and other products pose special risks. As with any financial product, customers who seek to purchase and sell the same equity futures in the course of a day to profit from intra-day price movements ("day traders") face a number of special risks, including substantial commissions, exposure to leverage, and completion with professional traders. The customer should thoroughly understand these risks and have appropriate experience before engaging in day trading. The customer should obtain a clear explanation of all commission, fees and other charges for which he/she will be liable. These charges will affect net profit (if any) or increase loss.

#### 3. GENERAL

#### 3.1 ASSETS HELD WITH COMPANY

The customer should familiarize him/herself with the measures available for protecting from the risk of misappropriation or misuse of cash and securities held with the company. For such purpose he/she may opt for UIN Information System (UIS) provided by National Clearing Company of Pakistan Limited (NCCPL). The customer should also provide correct mobile number/email address in order to receive SMS/E-Alerts services being provided by the NCCPL and CDC on each trade and movement of their securities.

Moreover, the customers should be aware of the protections given to money and securities deposited with the company, particularly in the event of a default by the company or the company's insolvency or bankruptcy. The customer recognizes that in such default /insolvency/bankruptcy scenario, the customer may recover his /her money and /or property to such extent as may be governed by relevant PSX Regulations and /or local laws I force from time to time.

#### 3.2 CUSTOMERS RIGHTS AND OBLIGATIONS

The customer(s) must understand their rights and obligations as well as the rights and obligations of the Company specified under the PSX Regulations and the Standardized Account opening form, Know Your Client form Standardized Sub-Account Opening form of CDC, and agreement(s) of Leveraged products (Margin Trading System, Margin Financing & Securities Lending and Borrowing), where applicable, and any other applicable Rules, Regulations, Guidelines, Circulars etc. as may be issued by SECP and PSX from time to time.

- a) The Customer should ensure that they deal through the registered branch and with registered Agents / Traders / Representatives of the Company. The customer shall also verify such details from the website of PSX and Jamapunji (www.jamapunji.pk).
- b) Customer at the time of establishing relationship with the company should obtain a clear explanation of all brokerage, commission, fees and other charges for which customer will be liable to pay and these charges will affect net cash inflow or outflow.
- c) It is obligatory for the company to issue contract note, in either electronic form or hard copy, by next working day of the trading. The contract note shall contain all information relating to trade execution including commission and other charges applicable on the customers. In case contract note is not issued, customer should inquire with the company immediately and in case the matter is not resolved, the same should be reported to PSX.
- d) The customers should match the information as per the contract notes with the SMS / e-Alert received from CDC and /or NCCPL and may also verify from the UIS facility from the website of NCCPL.

# **UNDERTAKING**

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

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



# MARGIN DISCLOSURE STATEMENT

#### This statement forms a part of the Account Opening Form for Online Trading

**Trust Securities & Brokerage Limited** is furnishing this document to the Account Holder(s) to provide some facts about purchasing Securities on Margin, and to alert the Account Holder(s) as to the risks involved with trading of Securities in a Margin Account. Before trading of Securities in a Margin Account, Account Holder(s) should carefully review the Margin clause in the Special Terms and Conditions for Online Trading enuciated in the Account Opening Form. The Account Holder(s) should obtain clarification by **Trust Securities & Brokerage Limited** regarding any question or concerns he / she / they /it may have about the margin account.

# It is important that the Account Holder(s) understand(s) fully the risks involved in trading of Securities on margin. These risks include the following:-

#### THE ACCOUNT HOLDER(S) CAN LOSE MORE FUNDS THAN INVESTED IN THE ACCOUNT:

A decline in the value of Securities that are purchased on margin may require Account Holder(s) to provide additional funds to the Broker/Company to avoid forced sale of those Securities or other Securities or asset(s) in the Account Holder(s) account.

# TRUST SECURITIES & BROKERAGE LIMITED CAN FORCE THE SALE OF SECURITIES OR OTHER ASSET(S) IN ACCOUNT HOLDER(S) ACCOUNT:

If the equity value in the Account Holder(s) account falls below the maintenance margin requirements, <u>Trust Securities & Brokerage</u> <u>Limited</u> after the margin call notice period, can sell the Securities or other asset(s) in the account to cover the margin deficiency. The Account Holder(s) will be responsible for any shortfall in the account after such sale. The Account Holder(s) will have no right to challenge the Brokers decision to sell the securities to protect the Company's interest.

# ACCOUNT HOLDER(S) ARE NOT ENTITLED TO CHOOSE WHICH SECURITIES OR OTHER ASSET(S) IN THE ACCOUNT ARE LIQUIDATED OR SOLD FIRST TO MEET MARGIN REQUIREMENTS:

Because the Securities are collateral for margin trading **Trust Securities & Brokerage Limited** has the right to decide which Security(ies) to sell in order to protect its interests and or meet margin requirements.

# TRUST SECURITIES & BROKERAGE LIMITED CAN AMEND ITS "IN-HOUSE" MAINTENANCE MARGIN REQUIREMENTS AT ANY TIME AND IS REQUIRED TO PROVIDE THE ACCOUNT HOLDER(S) THREE DAYS ADVANCE WRITTEN NOTICE:

These changes in <u>Trust Securities & Brokerage Limited</u> policy often take place immediately and may result in the issuance of a maintenance margin call. The Account Holder(s) failure to satisfy the call may cause <u>Trust Securities & Brokerage Limited</u> to liquidate or sell Securities in his / her / their / its account.

#### THE ACCOUNT HOLDER(S) ARE NOT ENTITLED TO AN EXTENSION OF TIME ON A MARGIN CALL:

While an extension of time to meet margin requirements may be available to Account Holder(s) under certain conditions, the Account holder(s) does/do not have a right to the extension. <u>Trust Securities & Brokerage Limited</u> holds the right to square, at its sole option, all or any open/outstanding positions of the Account Holder(s) if he /she/they/it fails to provide required margin.

Authorized Signatories of the App	plicant with Stamp	Participant / TREC HOLDER
WITNESS-1	WITNESS-2	
NAME:	NAME:	
CNIC NO:	CNIC NO:	
SIGNATURE:	SIGNATURE:	



Annexure "C"

#### **Trust Securities & Brokerage Limited,**

TREC Holder: Pakistan Stock Exchange Limited, Suite # 401, 4<sup>th</sup> Floor, Business & Finance Centre, I. I. Chundrigar Road – Karachi.

#### **AUTHORIZATION FOR TRADING & OPERATING OF ACCOUNT**

Dear Sir,

With reference to the Equity Trading Account opened with you, I/We

Name:	S/O, W/O, D/O	CNIC #
Name:	S/O, W/O, D/O	CNIC #
Name:	S/O, W/O, D/O	CNIC #
Authorized Signatories of the equity trading	g Account #	under your participant ID by way of this letter
hereby request you to treat Mr./Mrs./Ms		S/o, D/o, W/o
holding CNIC #	Residing at	
	And	
Mr./Mrs./Ms	S/	/o, D/o, W/o holding
CNIC #	_Residing at	

Whose specimen signature(s) is given below as /are the fully authorized person(s) on my/our behalf in the following matters whether in our absence or presence:

- 1. Place trading orders for buy / sell of shares of various companies at various rates through broker over the phone and/or online platform on my / our behalf
- 2. Acknowledge sale / purchase confirmation contracts on my/our behalf.
- 3. Deposit any shortfall arising in the margin, due to placing of a new trading order, by way of cheque / pay order or other listed securities acceptable to <u>Trust Securities & Brokerage Limited.</u>
- 4. Withdraw or have access to any securities, deposited with you, on my/our behalf for any purpose relating to our account(s) and to issue receipt or discharge for the same.
- 5. Receive payments (A/c payees Cheques in our name(s)) on my/our behalf from <u>Trust Securities & Brokerage Limited</u> and make payments on my/our behalf in cash or by cheques.
- 6. To receive original copies of Bills Proceeds and Difference Bills, copies of account statements & trade confirmations on my/our behalf.

We agree that everything done by <u>Trust Securities & Brokerage Limited</u> in pursuance of this Mandate and Authority shall be binding upon me/us until <u>Trust Securities & Brokerage Limited</u> receive notice from me/us in writing to the contrary. Furthermore, <u>Trust Securities & Brokerage Limited</u> will be fully indemnified with respect to all losses, costs and consequences for all acts and omissions done, under the instructions of my/our authorized person whose instructions shall be deemed as my/our instructions.

#### The specimen signature and contact detail of the authorized person is given below:

	Name of Authorized person		Specimen Signature
	Cell No / Telephone No		
		And	
	Name of Authorized person		Specimen Signature
	Cell No / Telephone No	Email address:	
Signatures:			
*			
Authoriz	zed Signatories of the Applicant with Stamp		Participant / TREC HOLDER
WITNESS-1		WITNESS-2	
NAME	:	NAME:	
	lO:		
	TURE:		
			Page - 6 /1



Foreign Account Tax Compliance Act (FATCA) Checklist (For Entity Accounts)							
Only to be used for accounts OTHER THAN Individual / Joint & Sole Proprietorship							
Date       New Account Classification       Change in Circumstances of Existing Account         Account Title       Client Trading Code       Sub-Account No.         Name of entity as per constitution document (Certificate of Incorporation, Partnership/Trust Deed, Charter etc, hereinafter referred to as the "Entity".							
Section A. (US Entities): For Entities Incorporated in the US or under the laws of US or Branch thereof:							
Please provide Form W-9 for the Entity, complete the following details and proceed directly to Section E.							
Entity's FATCA Classification for Reporting purpose;       Specified US Person       Not a Specified US Person         US Tax Identification No (TIN)       Specified US Person       Not a Specified US Person							
Section B. (Non US Entities): Exempt Entities (Exempt Beneficial Owners)							
• If entity falls into any of the following categories, No FATCA documentation required, please indicate as applicable & proceed directly to Section E.							
Federal, Provincial, Local or Municipal Govt.       Entity Wholly Owned or Controlled by Govt.         Govt. Department, Judicial Entity or Armed Forces       Foreign Mission, Embassy, Consulate or Commission         Central Bank       Central Bank							
• If entity falls into any of the following categories, please indicate as applicable, provide <u>W-8BEN-E, form</u> & proceed directly to <u>Section E</u> .							
International Organization       Charitable Trust, Club, Association or Society       Non Government or Non – Profit Organization         Registration No.							
Section C. (Non US Entities): For Non-Financial Entities (NFFE)							
1. Is the Entity a Listed Public Limited Company or a subsidiary of such a company?       YES       NO         • If Yes: Proceed directly to <u>Question 4</u> If No: Proceed to <u>Next Question</u>							
<ul> <li>2. Did the Entity earn more than 50% of its gross income for the preceding tax year from other than core activities?</li> <li>If Yes: Proceed to <u>Next Question;</u></li> <li>If No: Proceed directly to <u>Question 4</u></li> </ul>							
3. Does any specified US person (individual or entity) hold more than 10% direct or indirect shareholding in the entity? YES NO							
<ul> <li>If Yes: Complete <u>Table below</u>, provide <u>W-9 for each Substantial US Owner</u> &amp; <u>W-8BEN-E for the entity</u> &amp; proceed to <u>Section E</u>;</li> <li>If No: Proceed to <u>Next Question</u>;</li> </ul>							
Name of Substantial US Owner         Complete Address         US Tax Identification # (TIN)         Percentage Holding							

TRUST SECURITIES & BROKERAGE LTD 4. Does the entity have Registered, Head Office or Mailing Address which is in the US or a US telephone number? YES NO • If Yes: Provide (i) A Constitution Document showing the non-US country of incorporation or registered address and (ii) Form <u>W-8BEN-E</u> & proceed to <u>Section E</u>; • If No: Proceed to Next Question; 5. Has the entity assigned power of attorney or signatory authority to a person with US address? YES NO 6. Is the entity aware of any other information which may indicate to the entity's US status? YES NO If Yes Provide: A <u>Constitution Document</u> showing the non-US country of incorporation or registered address OR alternatively provide a Form <u>W-8BEN-E</u> proceed to Section E; If No. <u>No FATCA documentation required</u>, please proceed to <u>Section E</u>: Section D. (Non US Entities): Financial Institutions (FFI) 1. Is the entity a Participating Foreign (Non-US) Financial Institution (PFFI)? YES NO • If Yes: Complete Table below, provide W-9 for each Substantial US Owner & W-8BEN-E for the entity & proceed to Section Ex • If No: Proceed to Next Question; Global Intermediary Identification Number (GIIN) for PFFI: YES NO 2. Being a Non-Participating FFI (including Limited Branch of FFI), does the entity consent for Trust Securities & Brokerage Limited to report its relevant information to relevant authority as required under FATCA? 3. Please indicate if the entity claims any other FATCA status; **Owner Documented FFI** Certified Deemed Complaint FFI Sponsored / Sponsoring FFI Other (please specify) \_ • ODFFI: For Provide (i) W-8BEN-E for the entity (ii) Owner Reporting Statement (iii) W-9 or W-8BEN for persons identified in Reporting Statement & Proceed to Section E. • For others Provide Form <u>W-8BEN-E</u> indicating the claimed status and proceed to <u>Section E</u>.

#### Section E Confirmation (to be signed by authorized signatories)

I/ We, on behalf of the Entity, understand that the information provided above is being submitted to enable <u>Trust Securities & Brokerage Limited</u> to comply with its obligations under FATCA and hereby confirm the information provided above is true, accurate and complete. I/ we hereby consent for the company to share Entity's required information with regulators or tax authorities, including relevant authorities as required under FATCA, where necessary / applicable to establish entity's tax liability in such jurisdiction(s) where required by regulators or tax authorities (except where specified against Question 2, Section D above). I / we consent and agree that, if applicable, the company may withhold from the account of the Entity such amounts as may be required according to applicable laws, regulations and directives. I/ we also agree and undertake to notify the Company within 30 calendar days if there is a change in any information of the Entity, which has been provided to the Company.

FOR AND ON BEHALF OF (Name of Entity)	Authorized Signatory	Authorized Signatory						
Date:	Authorized Signatory	Authorized Signatory						
1 Martine (Nete Constitution 1) Conservation of the following otherwise Martine (Constitution Descent)								

- 1. Mark as "Not a Specified US Person" if any of the following; otherwise Mark as "Specified US Person"
  - A Listed Company with regulatory trade stock, \* A Bank, \*A Company exempt from taxation in the US, \*A Real Estate Investment Trust
  - A Regulated Investment Company, \*A Common Trust Fund, \*A Trust that is exempt from Tax, \*A Broker or a Dealer in Securities, Commodities, or Derivative Financial Instruments that is registered under the laws of US or State.
- 2. Income from other core activities includes income from passive sources such as returns on investments, profit from sales of property etc.



# Terms and Conditions of Brokerage Agreement

This Agreement shall come into effect subject to <u>Trust Securities & Brokerage Limited</u> acceptance of account operating application, duly filled in by the client and thereafter opening a trading account in his/her/their name. The account opening application shall constitute as essential part of this agreement.

<u>TSBL</u> and (A). Mr./Mrs./Ms \_\_\_\_\_\_\_\_\_\_("The Client") hereby agree that the following terms & conditions shall apply to opening and operating of Equity Trading/ Investment Account ("Account") by the Client with <u>Trust Securities & Brokerage Limited</u> for all transactions of sale and purchase of securities by or on behalf of the Client.

- 1. Trust Securities & Brokerage Limited may reject an account opening application or close the Account without assigning any reason.
- 2. The Client hereby represents that the information contained in the account opening application is true/correct and not misleading in any respect. The Client undertakes to promptly notify TSBL in writing, in case there is any material change in the information provided. The Client undertakes that he/she/they is/are of legal age, mentally sound and also otherwise legally competent to enter into a contract. The Client further represents that except as disclosed in writing by the Client, no one other than the Client has any interest whatsoever in any Account opened and operated by TSBL for the Client. Failure by TSBL to ask for any information or documents with the account opening application shall not affect or prejudice any claims or rights which TSBL may have against the Client under or in relation to this agreement or any trade contracts.
- 3. TSBL May at its discretion amend the terms and conditions of this agreement at any time without prior notice to the Client. However no amendments of any of the provision of this agreement shall be implied from any course of dealing between the parties or from any failure by TSBL to assert or enforce its rights, claims and authority under this agreement on any occasion or series of occasions.
- 4. The notice of amendment may be provided to the Client, by way of mail, e-mail, TSBL website update, messenger, courier, post or telegraph. It is the sole responsibility of the Client's to be aware of any notice that may be posted on TSBL website or message sent to Client's email address or by courier. The amendment notice shall be deemed to be received and accepted by the Client, any or all changes by not closing and / or continuing to use the Account. TSBL require additional documentation or margin deposits from time to time for the purpose of operating the account and /or executing instructions on behalf of the Client.
  - 4.1 Acceptable mode of communication between the Client and TSBL shall be through e-mail. The onus of proving that the e-mail has been received by the recipient shall be on the sender, sending the mail. TSBL may at its discretion send communication to the Client by way of mail, messenger, courier, post or through any other means available to TSBL. Any communication sent to the Client's address by mail , e-mail, website update, messenger, courier, post and telegraph or posted on TSBL website or otherwise shall considered as having been delivered personally to the Client. The Client agrees to inform TSBL promptly of any changes in his/her/their address.
- 5. In case of a Joint Account the following terms and conditions apply:
  - 5.1 Subject to clause 11 of the SECP terms and conditions, any joint holder may individually without notice to other joint holders authorize **TSBL** to buy, sell, lend or exchange securities, or give **TSBL** any instructions regarding the account as if the account is solely owned.
  - 5.2 Upon the death of any Account Holder the surviving Account Holder(s) will be recognized by TSBL as the owner(s) of the Account and the Securities held therein, shall continue to be subject to the terms and conditions of this agreement.
  - 5.3 Each Account Holder is jointly and severally liable to TSBL for any obligations arising in connection with the Account, including the right of set off.
- 6. During the time TSBL maintains the Client's account, the Client may place orders upon TSBL for purchase and sale of securities. These orders shall be placed orally or in writing either by the client or through his/her/their duly constituted Attorney or Authorized Representatives. The Client shall provide his power of Attorney as specimen to TSBL in advance. If any order is placed through the Client's Authorized Representative, the same shall be binding upon the Client as if the Client had placed the order personally.
- 7. The Client may revoke at anytime the power of Attorney of its Authorized Representative, such revocation shall only be in writing and delivered by hand or by courier service or registered to TSBL. All orders executed until the time of receipt of the revocation shall be binding upon the Client.
- 8. All orders placed or on behalf of the Client shall be subject any trading limit imposed by **TSBL** at its sole discretion. Any order placed by or on behalf of the client may be cancelled or varied prior to its execution by **TSBL**. However, no such cancellation or variation shall be effective unless confirmed by an authorized officer of **TSBL**.
- 9. The Client hereby authorized TSBL to enter into trades on the Client's behalf in accordance with the Client's order. The authority hereby conferred shall remain in force unless a notice in writing revoking the same is received by TSBL from the Client. Such revocation however be ineffective it the Client owes any liability to TSBL under this agreement or any trade contact.
- 10. TSBL may its discretion record on tape or otherwise any oral orders placed by the Client, or any other telephonic conversation between TSBL and the Client and TSBL may use such recording as evidence, the Client hereby consents to the admissibility in evidence of such recordings, in any legal proceedings between TSBL and the Client or to any legal proceedings to which may be a party.
- 11. Upon execution of an order of the Client, TSBL shall confirm the transaction by its Electronic Transaction Confirmation Memo. This confirmation shall provide the name and number of securities purchased or sold on behalf of the Client, the date and time of the trade, the nature of trade (whether spot, ready, forward, T+3, future or any new trading system implemented by the PSX from time to time and also whether it is one of sale or purchased), the purchase or sale price / amount, the settlement date, the brokerage payable to TSBL and such other information as may be required under the law. If such confirmation is received by the Client in writing, he/she/they shall sign the same and return it to TSBL on the same day it is received or by the next working day. However, non-receipt of the written confirmation by the Client of any trade contract shall not discharge the Client from any of his/her/their obligation or liabilities in relation to the trade.
- 12. The Client shall provide and maintain margin deposit with TSBL in such amounts and forms (cash or securities) as TSBL may require at its sole discretion. TSBL may also change such margin requirements from time to time. The margin provided by the Client shall be free from all rights/interests of any other party other than TSBL. If required by TSBL the Client shall take steps necessary to register a charge or mortgage in favour of TSBL on the margin.
- 13. TSBL shall have the right to utilize the margin provided by the Client to cover any losses suffered, or liabilities incurred by TSBL because of the Client's breach of any trade contract, or any terms and conditions of this Agreement. TSBL may also utilize the margin to adjust any loses that the Client may suffer in any trade. Utilization of the Client's margin under this clause shall not discharge the Client from his/her/their liabilities or obligations towards TSBL. If such utilization is insufficient to adjust completely the Client's liabilities and obligations.
- 14. While TSBL shall attempt to purchase/sell securities within the limits of the prices that may be notified by the Client, TSBL does not guarantee or assure that any transaction will materialize within such notified limits.
- 15. The Account Holder/Client shall pay commission to TSBL in relation to all trades as mutually agreed between them. The Account Holder/Client shall also pay all rates of applicable regulatory authorities such as SST, trade/transaction fee of PSX, CDC, NCCPL & SECP. In case CFS or Margin Financing is arranged by TSBL at its discretion, the Client shall pay such commission or brokerage in accordance with the rate fixed by TSBL for such transactions.
- 16. In case of purchase contract, deliveries shall be made to the Client on the settlement date, provided that payment is received before the settlement date. **TSBL** shall not be liable for delays in the deliveries of the securities due to any corresponding delays on part of the member of the stock exchange/clearing house of the exchange or NCSS, or other through whom the securities may have been purchased/acquired or required to be delivered to the Client or for any other reason beyond **TSBL** control.

#### Signatures:

Authorized Signatories of the Applicant with Stamp



- 17. For all transactions and dealing in relation to book entry securities as defined in the Central Depositories Act, 1997 (CD Act), the terms and conditions of the CD Act, 1947 and the Central Depository Company of Pakistan Limited regulations and other applicable rules and regulations pertaining to book entry securities shall become applicable.
- 18. Deliveries will be effected to the Client by movements from TSBL account with the CDC or a sub-account of the seller or participant's account or from the account or a sub-account of another participant or the investor's account of the seller, as the case may be, to the credit's sub-account with TSBL or the Client's account or an investors account with the CDC payment shall be made to TSBL before the credit of the client's account with the requisite securities.
- 19. In case of sale contract, the client shall deliver to TSBL the securities to be sold at least two working days before the settlement date, If securities are not delivered by the settlement date, TSBL may without prejudice to any other action that it may take under Law or under this agreement, square up the trade at the risk and cost of the Client. The Client hereby indemnifies TSBL from any loss suffered or liability incurred by TSBL whether directly or indirectly due to the Client's failure to deliver the securities by the settlement date.
- 20. Proceeds of the securities sold shall become due on the settlement date. Such proceeds shall be paid within \_\_\_\_\_\_ for such payment by the Client. In case of no demand being made, the sale proceeds shall be credited to the Client's account. **TSBL** shall not be liable for the delays in the payment to be made by the members of the exchange/clearing house of the exchange, through whom the securities have been sold/delivered by the **TSBL** on account of the Client.
- 21. Deliveries of book entry registered with CDC, will be effected by movement of securities from the Client's account with CDC or from it sub-account with TSBL or from that sub-account with another participant and the client undertakes to issue necessary instructions for such deliveries to TSBL failure to issue such instruction and /or to effect deliveries by the Client shall be considered as breach of contract by the Client which will render his/her/their liable for all losses and damages which TSBL may suffer or sustain.

#### 22. OTHER SPECIAL TERMS AND CONDITIONS FOR SUB-ACCOUNT IN TSBL:

The following special terms and conditions shall apply to all transactions relating to book entry shares/securities.

- I. The Client hereby irrevocably and unconditionally authorizes TSBL to handle and move the Client's securities from his/her/their Sub-Account from time to time with an unfettered right to disposed them off at any time upon notice to the Client and to apply the net proceeds thereof towards the adjustment of the Client's outstanding that may be due from the Client, directly or indirectly to TSBL including under normal settlement as well as against all Client losses and the Clients shall be liable for any shortfall.
- TSBL is further authorized to issue instructions to CDC/issues from time to time, if it is considered necessary, to implement the Client's above understanding with TSBL.

#### 23. CARRY OVER TRANSACTIONS (COT) / CONTINUOUS FINANCING SCHEME (CFS):

In case the Client desires to undertake transactions of sale and repurchase of securities under COT/CFS through TSBL then the following special terms and conditions shall apply, in addition to normal conditions.

The Client shall be taking all exposure on the selling members and the buying members in respect of all purposes and sale of securities and not on **TSBL** thereof in the event that the selling member(s) commit default and deliveries of any requisite securities are not received by **TSBL** from the selling member(s) mentioned in sub-clause (i) above, then **TSBL** will not under any circumstances, be liable to deliver the securities to the client, or to refund the advance payment to the Client. Likewise, in all resale transaction mentioned in sub-clause (ii) above, if any buying member(s) becomes defaulter(s) and sale proceeds of the securities sold by **TSBL** on account of the Client are not realize by **TSBL** from the buying member(s) on the pertinent settlement date(s). **TSBL** shall not be liable to pay the sales proceeds of such securities to the Client or to deliver the requisite securities. However, in the event of a selling member(s) default(s), as mentioned above, **TSBL** shall lodge claims on account of the Client with the Stock Exchange for recovery from the defaulting member(s) assets under and in accordance with Exchange's "Investor Protection Fund Regulations", The Members' Default and Procedure for Recovery of Losses Regulation: and the "General Rules and Regulations" as well as other applicable Rules and Regulations of the Stock Exchange.

#### 24. SPECIAL TERMS AND CONDITIONS FOR ONLINE TRADING:

The following conditions are in addition to the other terms and conditions of this Account Opening Form and are applicable only In case of online trading facility:-

- 24.1 Online trading will be permitted to the Account Holder through an online trading system of **Trust Securities & Brokerage Limited** which will act for the purpose of buying and selling securities, including Leverage Products at the Stock Exchange (Online Exchange).
- 24.2 A Password or (personal identification number) PIN will be issued to the account holder by **Trust Securities & Brokerage Limited** to enable the account holders to have an access and to use his/her/their Account for Online Trading. The Password/PIN may be communicated through e-mail or through any courier to the Account Holder at his/her/their own risk. The Account Holder sto discovery of the Password/PIN to any other person and shall take every reasonable precaution to prevent discovery of the password/pIN by any person. The Account Holder(s) shall immediately change the Password/PIN as soon as it is received from the Broker.
- 24.3 Trust Securities & Brokerage Limited may electronically transfer delivery of confirmation, statements and other notices in connection with electronic/Online Trading. It shall be the responsibility of the Account Holder to review upon receipt of 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 that may be transferred electronically to the Account Holder shall be considered to be delivered as a hard copy version. If the password/PIN is disclosed to any third party, the Account Holder should notify the same to Trust Securities & Brokerage Limited in addition the Account Holder should immediately notify Trust Securities & Brokerage Limited about any theft, loss or un-authorized use of his/her/their/ths account number and Password/PIN. Also the Account Holder shall immediately notify any change in its e-mail or other addresses as mentioned in the Account Opening Form.
- 24.4 All risks connected and involved with Electronic/Online Trading will be assumed fully by the Account Holder(s). Neither the **Trust Securities & Brokerage Limited** nor any of its Directors or Officers would be responsible or liable in any manner for any losses or damages that may be suffered by the Account Holder(s) including 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 Account Holder(s) information and affairs by unscrupulous persons.
- 24.5 **Trust Securities & Brokerage Limited** 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 Online Trading Facility on account of the Account Holder(s). The amount and timing may vary depending on factors solely at **Trust Securities & Brokerage Limited** discretion.
- 24.6 Trust Securities & Brokerage Limited may at its discretion elect with or without notice to square off the Account Holder(s) Account and make obligations in the Account immediately due and payable by the Account Holder(s) without assigning any reason.
- 24.7 All other term and conditions including Special Terms and Conditions and CDC Terms and Conditions of this Account Opening Form shall be equally applicable to Online Trading Account(s).

#### Signatures:

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Authorized Signatories of the Applicant with Stamp



- 25. TSBL may terminate this agreement at any time without assigning any reason. The Client may terminate this agreement and close his/her/their trading account and sub-account maintained by TSBL with CDC, at any time when it owes no liability or obligations whatsoever to TSBL under or in relation to this agreement or in relation to any trade contract entered into pursuant to this agreement.
- 26. All disputes of differences arising out of or in relation to disagreement or any trade contract entered into pursuant to this agreement, if not resolved amicably by TSBL and the Client, shall be referred to arbitration by the PSX Arbitration Committee, whose decision shall be final and binding on both parties.
- 27. TSBL reserves the rights to subject all securities and assets held in any account, in which the Client may have a financial interest, to a general lien for discharge of any indebtedness to TSBL these securities or money may be help up, sold or confiscated for payment of any liabilities that the Client may have to pay. If TSBL chooses to secure the indebtedness in one of the Client's account, the Client agrees that TSBL may refuse to liquidate, transfer or conduct transaction in all accounts until indebtedness to TSBL is fully paid and acknowledged by TSBL. TSBL will not be held responsible for losses, diminished value as result of freezing any of Client's account.
- 28. The Client hereby acknowledges that:
  - 28.1 Any market information or trading recommendation communicated to the Client by TSBL does not conduct an offer, or a solicitation of an offer to buy/sell any securities.
  - 28.2 Such information or recommendations may be incomplete and unverifiable.
  - 28.3 TSBL makes no representation, warranty or guarantee as to the accuracy, reliability or completeness of any such information or recommendation.
  - 28.4 TSBL or any of its Directors, Officers, Servants or Agents shall not be liable in any manner whatsoever to the Client for any representation made by them in the course of business.
- 29. TSBL will not be liable for losses incurred directly or indirectly by causes beyond 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 exchanges. The Client assumes all market and other risks effecting the investments made.
- 30. The Client shall be responsible of knowing the rights and terms for all securities, bought, sold and maintained at agreed, including but not limited stock splits, reorganization, the Client is responsible for monitoring the activity in his account and agrees to notify the agreed rate immediately for any discrepancy.
- 31. TSBL may, but is not obliged to notify the Client of any upcoming expiration or redemption dates, or take any action on Client's behalf, with specific instructions from the Client, except as required by Law and rules of regulatory authorities.
- 32. Certain securities may grant a Valuable right that may expire unless any specific action is taken. These securities include bonds, convertible securities, warrants, stock rights and securities subject to exchange offer or tender. If any such security is about to expire, become worthless or be redeemed for less than its fair market value as instructions have not been received from the Client, TSBL may at its discretion, sell the security (ies) or credit the Client's account with the proceeds.
- 33. The Client shall assume all market risks; TSBL shall not be responsible or liable to advise the Client as to the investment in and sale/purchase of securities.
- 34. TSBL shall not be liable in any manner whatsoever to the Client for any damages suffered, or liability incurred by the Client in relation to any trade. The Client hereby indemnifies TSBL from all losses, damages, liabilities, claims, costs etc. Arising out of the opening and maintenance of the Client trading account and the Client's Sub-Account with the CDC.
- 35. No provision of this agreement shall stand waived unless waiver is made in writing, No waiver of any provision of this agreement shall be implied from any course of dealing between the parties. A waiver of any provision of this agreement on any one occasion shall not constitute a waiver in relation to any subsequent similar occasion.

TRADE CONFIRMATIOINS AND OTHER CORRESPONDANCE MODE(S)

Acceptable mode of Communication between Broker & Customer: (Please see Clause 3 of <u>Terms and Conditions for trading account</u> of Customer Relationship Form at page No.7).								
<b>CONFIRMATION OF T</b> (The Broker will communicate Tra			propriate box)					
Γ	SMS	Email						
<b>TRADING INSTRUCTIONS FOR PLACING OF ORDERS (<u>Please tick ( ✓ ) appropriate box)</u> (The Broker will receive trading instructions for placing of orders through following means)</b>								
E	,	CL land Lines routed throug ed call recording system)	h	Written	Email			
<b>PROVISION OF QUARTERLY ACCOUNT STATEMENT (<u>Please tick ( &lt; ) appropriate box</u>) (The Broker will provide Quarterly Account Statement to the Client through following means)</b>								
Γ	Through Cou	rier		Through Email				
Signatures:								

Authorized Signatories of the Applicant with Stamp

Participant / TREC HOLDER

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## SCHEDULE OF COMMISSION CHARGES AND OTHER APPLICABLE REGULATORY AND STATUTORY LEVIES

As per clause 4.29 of Chapter 4 of the PSX, Please note that from October 14, 2019 Standard Minimum Commission Rates will be applicable as mentioned below:-

\* Ready / Future Market on Delivery / Intraday Difference:

Rs. 0.03 or 0.15% which is higher

#### **OTHER FEES & CHARGES:**

1.	CDC Sub- Account Fees	
2.	CDC Custody Fees	
3.	CDC Transaction Fees	
4.	UIN Maintenance Fees	
5.	Physical Shares Deposit in CDC	
6.	S.S.Tax	
7.	CVT	
8.	SECP Laga	
9.	PSX Laga	
10.	Advance Tax	
11.	NCCPL Charges	
12.	With Holding Tax	

#### Note: Yearly NCCPL Tariff for CGT will be charged as per NCCPL Slab.

<u>Trust Securities & Brokerage Ltd.</u> is authorized to revise commission charges and other charges. Any change in the above will be notified to the account holder.

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

# CORPORATE TRE Certificate Holder-332 Pakistan Stock Exchange Limited

#### **CORPORATE OFFICE:**

Suite No. 401, 4<sup>th</sup> Floor, Business & Finance Center, I. I. Chundrigar Road Karachi. UAN: (92- 21) 111-000-875, Fax: (92-21) 32467660, Email: <u>info@tsbl.com.pk</u>, Web: <u>www.tsbl.com.pk</u>

#### **KARACHI BRANCH OFFICE:**

Room No. 202 & 203, 2<sup>nd</sup> Floor, PSX New Building and Office No. 725, 7<sup>th</sup> Floor PSX Main Building, Stock Exchange Road, Tel: (92-21) 32460161-68 & 32470156-57, Email: info@tsbl.com.pk, Web: www.tsbl.com.pk

#### LAHORE BRANCH OFFICES:

2<sup>nd</sup> Floor, Associated House, Building No. 1 & 2, 7-Kashmir Road, Lahore-54000, (Pakistan) Tel: (92-42) 3637 3041-43, Trading: (92-42) 36310241-4, Fax: (92-42) 3637 3040

Room No. 607, 6<sup>th</sup> Floor, LSE Plaza 19-Khayaban-e-Awan-e- Iqbal Lahore, (Pakistan) Tel: (92-42) 3637 3045, 3630-0181, 3630 0554, 3637 4710