

THINK INVESTMENTS. THINK BMA



### **BMA CAPITAL MANAGEMENT LIMITED**

TREC Holder, Pakistan Stock Exchange Limited
Level - 8, Unitower, I.I. Chundrigar Road, Karachi, 74000, Pakistan
UAN: +92 21 111 262 111 | Fax: +92 21 3243 0748
Customer Service: +92 21 111 262 872
www.bmacapital.com | bmatrade@bmacapital.com
PSX Membership # M-022

### **ACCOUNT OPENING STEPS**

Dear Valued Client,

Thank you for selecting BMA Capital Management Limited as your preferred Broker. We look forward to providing you a premium level of service that will help you achieve your financial objectives and lay the foundation of a long lasting, mutually beneficial business relationship.

### GENERAL INSTRUCTIONS FOR CUSTOMER RELATIONSHIP FORM

- 1. Please read carefully the Terms and Conditions and Risk Disclosure document before filling the fields and signing the forms.
- 2. Each column must be filled in Block/Capital Letters.
- 3. Biometric verification is required for each resident local Account Holder. The Applicant must visit BMA Head Office or any of the branches for this process. Alternate to Biometric is OTP verification.
- 4. The Account Holder and the Broker will duly sign this form.
- 5. Fields, which are not applicable, should be marked "N/A".
- 6. Any correction or overwriting must be authenticated by signatures of the Applicant(s).
- 7. The provided cell number must be registered on the CNIC of the Applicant(s).
- 8. Minimum initial deposit for Rs. 5,000/- will be required as a crossed cheque in favour of BMA Capital Management Limited.
- 9. Please fill KYC Application Form for Main and Joint Applicants (if any).
- 10. If any clarification is required, please do not hesitate to contact us at 111 262 872 or bmatrade@bmacapital.com.

### BASIC DOCUMENTS REQUIRED FROM INDIVIDUALS

- 1. Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Applicants / Joint Applicants / Nominee(s) and Attorney (as the case may be).
- 2. Copy of Zakat Declaration of the Applicant and the Joint Applicant (if applicable). In case of Non-Muslim, Solemn Affirmation on plain paper shall be submitted.
- 3. A list of Transaction fee, Commission to be charged by the Broker and the CDC charges to be levied.
- 4. Copy of NTN Certificate (if applicable).
- Proof of income / employment / business
   Salaried persons: Recent attested salary/pay slip or certificate or letter on letter head of employee
   Self-employed persons: Account opening requisition and business declaration with monthly income
   on business letter head.
   Housewives /households /students: Self declaration
- 6. Proof of mailing/permanent address in case address is different as in CNIC. (Utility bills, rental agreement, insurance policy, bank statement, NTN certificate, mobile bills)
- 7. Duly notarized Copy of Power of Attorney (if applicable).
- 8. Terms & Conditions of relevant service provider, as applicable.
- 9. Specimen Signature Card (for Investor Accountholder(s) only)
- 10. Any other information/documents that may be required to comply with the Regulations.

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

Online Trading of Securities on the Pakistan Stock Exchange Limited shall be marketed by BMA Capital Management Limited under the brand name of BMA Trade.								
BMA Sales Person  Date of Account Opening (DD/MM/YY)								
ACCOUNT INFORMAT	ON							
Nature of Account:	Single: ☐ Joint: ☐							
Account Type:	Premium A/C  (Trader assisted & Online Trading)  Classic A/C  (Online Trading facility only)							



**Authorized Signatory** 

# BMA Capital Management Limited Level 8, Unitower, I.I. Chundrigar Road, Karachi – 74000, Pakistan

KNOW YOUR CUSTOMER (KYC) APPLICATION FORM

### **INDIVIDUAL**

(Please use BLOCK LETTERS to fill the form)

For official use of the Participant/TRE Certificate Holder only								
Application Form No.								
TRE Certificate No.	022							
Securities Broker Registration No.								
CDS Participant ID	01826							
Sub-Account No.								
Trading Account No. (Backoffice ID) (if applicable)								

A. IDENTITY DETAILS OF APPLICANT	NIC /NICOD /A DC /DOC /Docomount	A) Day / Day	/ B/Is			
1. Full name of Applicant (As per CNIC/SI	NIC/NICOP/ARC/POC/Passport	^) IVIF. / IVIF	rs. / IVIS.			
2.a. Father's / Husband's Name:				2.b. M	other's Maiden Name:	
3. a. Nationality:	<b>b. Marital status:</b> Si	ingle	Married	c. Sta	tus: Resident [	Non-Resident
d. Place of Birth	e. Gender:	1ale _	Female			
4. a. CNIC/ SNIC/NICOP/ARC/POC No:						
b. Expiry date:	c. Issue date:				ifetime:	
5. Passport details:^	Passport Number:			Place	of Issue:	
(For a foreigner or a non-resident Pakistan	ni) Date of Issue:			Date	of Expiry:	
· · · · · · · · · · · · · · · · · · ·	<u> </u>				. ,	
6. Date of Birth						
B. ADDRESS DETAILS OF APPLICANT  1.(a)Mailing Address:						
(Address should be different from authori.	zed intermediary business addre	ess except f	for employees of au	ithorized	intermediary)	
	City/Town/Village:		Province/State:		Count	rry:
(b) Tel. (Off.)*: (c) Tel. (Res.)*:	(d) Mobile**:		(e) Email**:			
Specify the proof of address submitted for	or mailing address^:					
2. (a)Permanent Address:						
City/Town/Village: Province,						
(Mandatory, if different from above or ov (b) Tel. (Off.)*: (c) Tel. (Re		d) Mobile:			(f) Email (If any	4):
(b) Tel. (OII.)	3.7 .	a) Wobile.			(i) Einan (ii any	7).
Specify the proof of address submitted for p	ermanent address^:					
C. OTHER DETAILS						
1. Gross Annual Income Details (please spe	ecify): Below Rs. 100,000 Rs. 100,001 - Rs. 250,000	D	Rs. 250,001 - Rs. 50		Rs. 1,000,001 - Above Rs 2,500,00	
2. Source of Income:						
	Agriculturist	Busin	ess	House	ewife	Household
3.(a) Occupation:	Retired Person	Stude	nt .			
	Retired Person	Stude	erre	Busine	ess Executive	Industrialist
[Please tick (✔) the appropriate box]	Professional	Servio	ce	Govt.	/Public Sector	Others (Specify)
(b) Name of Employer / Business:						
(Include symbol if employer listed compo	any)	(c) Jol	b Title / Designatio	n:	(d) Depar	tment:
(e) Address of Employer / Business:						
(0,1.00.000 0.000,000,000,000,000						
D. BANK DETAILS / E-WALLET						
Bank / E-Wallet Name:						
IBAN / E-Wallet No.						
Bank Name:					IBAN No.:	
E-Wallet Provider Name:					E-Wallet Number:	
E. DECLARATION						
I hereby confirm that all the information immediately. In case any of the above in						
I hereby, unconditionally and irrevocably to this KYC Application Form duly provid						conditions attached as an Annexure
I hereby acknowledge that I was inform under CKO Regulations, 2017 and are a	also available on the website of	f CKO, furth	ner, I have no doul	bt or con	cern that the terms and	
Authorized Intermediary are any differen	nt from the ones specified in CK	O Regulatio	ons, 2017 and avail	lable an C	CKO's website.	
Date:	(dd/mm	/уууу)	Signature of the A	Applicant	as per CNIC/SNIC/NICO	P/ARC/POC/Passport No^
Signature of the Applicant			(Only app	plicable if	f Applicant signature is o	different)
FOR OFFICE USE ONLY						
I hereby confirm and acknowledge havir time of filing of this KYC Application Form		terms and c	onditions attached	d as an An	nnexure to this KYC Appli	cation Form to the Customer at the
I hereby confirm that I have informed the 2017 and on the website of CKO, I furth updated and has any difference when co	er confirm and acknowledge th	at I have no	o doubt or concerr	that the	terms and conditions sh	nared with Customer by me are not

\* Optional \*\* For NICOP/ARC/POC/Passport, Email is mandatory and Mobile Number is Optional. Whereas for CNIC/SNIC, Mobile Number is Mandatory and Email is Optional. Incase of SNIC where country of stay is not Pakistan, email will be mandatory.

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

Date

Seal/Stamp of the Authorized Intermediary

### Terms & Conditions of the KYC Application Form

- 1. All terms herein shall, unless expressly stated otherwise, have the same meaning as ascribed to them in the Centralized KYC Organization Regulations.
- 2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.
- 3. All correspondence shall be sent by CKO at the mailing address and/or email address of the Customer, as stated on the KYC Application Form. KYC application form shall be submitted electronically for Online Account Opening of Individual Pakistani Customer by Authorized Intermediary that is a Professional Clearing Member or a Securities Broker.
- 4. Neither the CKO nor its directors, officers, employees or agents shall be liable for losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of providing its KYC Information to Authorized Intermediaries or the CKO due to any reasons whatsoever including its unauthorized disclosure.
- 5. The Customer undertakes to indemnify the CKO against any losses, damages, liabilities, costs or expenses suffered or incurred by CKO, including any legal costs and claims by third parties, as a result of any inaccuracy, misrepresentation, misstatement or incorrect details in the information supplied by the Customer or any omission in such information or any other contravention or violation of the Centralized KYC Organization Regulations.
- 6. The Customer agrees that in the event that it does not abide by the timelines prescribed in the Centralized KYC Organization Regulations for submission of information and confirmation to the CKO, the CKO shall be authorized to take action as prescribed in the Centralized KYC Organization Regulations. The Customer undertakes that it shall hold CKO harmless and that CKO shall not be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of such actions.
- 7. The Customer agrees that CKO may hold, store and process its KYC Information on the KYC Information System and KYC Database in connection with its KYC functions under the Centralized KYC Organization Regulations. The Customer also agrees that CKO may disclose its KYC Information as permitted under the CKO Regulations and such other disclosures as may be reasonably necessary for compliance with any other laws or regulatory requirements.
- 8. The Customer acknowledges that KYC Information System and KYC Database, including but not limited to all the information contained therein is the legal property of CKO.
- 9. The Customer agrees that verification against KYC information provided by Customer and Authorized Intermediaries, shall be performed by CKO as per CKO Regulations and such verifications shall include verification of KYC information through linked services such as RAAST, 1-Link, PMD, NADRA, etc.
- 10. The Customer agrees that KYC information provided by Customer at the time of onboarding shall be shared with CDC in pursuance of provisions prescribed by the Securities & Exchange Commission of Pakistan with respect to Central Gateway Portal managed by CDC.
- 11. The Authorized Intermediaries agree to pay CKO the fees and charges as prescribed by CKO from time to time in respect of its KYC functions.
- 12. CKO has absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavor to give prior notice of fifteen days wherever feasible for such changes.
- 13. The Customer agrees and affirms that it shall be bound by and acts in accordance with the provisions of the Centralized KYC Organization Regulations.
- 14. These terms and conditions shall be governed by the laws of Pakistan.

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



### **BMA Capital Management Limited**

Level 8, Unitower, I.I. Chundrigar Road, Karachi – 74000, Pakistan

### CUSTOMER RELATIONSHIP FORM (CRF) FOR INDIVIDUALS

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

(Please use BLOCK LETTERS to fill the form)

Nature of Account	Single	Joint	

For official use of the Participant/TRE Certificate Holder only							
Application Form No.							
TRE Certificate No.	022						
Securities Broker Registration No.							
CDS Participant ID	01826						
Sub-Account No.							
Trading Account No. (Back-office ID) (if applicable)							
Invester Account Number							

I/W	We hereby apply for opening of my/our following	account	[pleas	e tick (	<b>√</b> ) or	ıly one	releva	nt box	] with ]	BMA	Capita	al Ma	anag	ement	Limit	ed.		
1.	▼ Trading & Sub-Account [Opening of Account	ount wit	h Secu	rities B	roker	for trac	ling, cu	stody a	and sett	lemen	t]							
2.	2. Investor Account with CDC 3. Sub-Account with Participant																	
4.	Trading Account [Opening of Account with	th a Secu	urities l	Broker	for tra	ding p	urpose	only]										
	Note: In case applicant chooses option # 4 abo	ove, then	he/she	shall o	choose	e any o	the fol	lowing	:									
	Subscribe to Direct Settlemen	nt Servi	ces (DS	SS) wit	h CD	С												
	Subscribe to National Custod	lial Serv	vices (N	NCS) w	ith No	CCPL												
	Others (please specify e.g. CO	CM/ NB	CM) _															
	REGISTRATION (AND OTHER) DETAILS C Full name of Applicant (As per CNIC/SNIC/NIC									as pro	vided i	in the	KYC	Applic	ation l	Form)		
	· · · · · ·												ι	KN N	0.			
Pas	CNIC																	
Ext	oiry date of CNIC//SNIC/NICOP/ARC/POC:	D	Ι	)	/		M	M		/		Y		Y	Υ	r	Y	
	Details of Contact Person: [Note: Contact Person				n oth	ar than			licant	ann or	a of th	a Ioi	nt Ar	nlican	ts or t	hair At	ornov	Н
	wever, Attorney shall not be a Participant/TRE Ce																	,
the	Joint Applicants, please tick ( $\checkmark$ ) the appropriate $\emptyset$	hor (a) l	polow o	nd 1100	the co	ntact o	lotails o	f such	Contac	t Porc	on as i	rovi	dod i	n the K	YC Ar	nlicati	on	
	m for CDS. Where Contact Person is an Attorney,							y such	Coniuc	i i ers	on us p	novi	иеи п	i ine K	1 С Ар	рисин	on	
		pieuse	1					Tai	n+ A mm1	ioomt 1	No. 2		A ++ o +		_			-
		icant No	. 1	Joint	Appii	cant N	0. 2	J01	nt Appl	icant i	NO. 3	Ш	Atto	ney				Щ
	Attorney Name: MR. / MRS. / MS.																	
(c)	Mailing Address:																	
No.		0C [						-									-	
	Expiry date of CNIC//SNIC/NICOP/ARC/POC:		l		D	D	//	M	М	/	Y	Y	1	7 3	7			
	Passport details:		Passr	ort Nu	mher:			772	111	Plac	e of Is	sile.						=
	r a foreigner)	ŀ		of Issu							of Ex							Н
			Date	01 1880	С.				_	Dan	01 L2	pny.						=
(g)	Contact No:  • Land Line No.:  • Local Mobile No.(*)		(h) Fa	ax: (opt	tional)	:				(i) E	Email:(	*):						
*W	here the Contact Person is resident, local mobile i	number	shall b	e provi	ded fo	r the p	ırpose	of subs	cription	to SN	AS as	a ma	ndato	ry requ	iireme	nt. Wł	ere	
	Contact Person is a non-resident, email address s																	
Per	son is an Attorney, the Attorney shall receive suc	h servic	es. Th	is infor	matio	n will a	ilso be	used w	here ar	y oth	er serv	ice is	s sub	scribed	unde	the C	DC	
acc	•									,								
4 F	Permanent Address:																	$\neg$
	e address should be of the Please use the de	etails as	nrovid	lo in the	, KYC	Annlie	ation F	orm ar	d ontor	· the si	ımo in	the (	$2G^{\gamma}$					
	in Applicant]	ciuis us	provid	.c in int	MIC	пррис	anon I	orm un	a chiel	ine st	unc in	ine (						
ivid	in repricant																	_
ъ.	DECICED ATION (AND OTHER) DETERMINE	ETHE	IOIN	r a may	ICL	TTP(C)												
	REGISTRATION (AND OTHER) DETAILS O		JOIN	I APPI	LICAN	VI(S)	The info	mation s	hould be	same as	provid	ed in t	he KY	C Applica	ation Fo	rm. Con	ıplete	
deta	details of Joint Holders shall be fetched from the Central Portal / KIS)																	
JOINT APPLICANT NO. 1																		
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.																		
1, 1	Full name of Applicant (As per CNIC/SNIC/NIC	COP/AR	C/PO	C/Pass	port) 1	VIIV. / 1	VIKS. /	1419.					TITE	NT NT				$\dashv$
		COP/AR	C/PO	C/Pass	port) I	VIIX. / 1	VIKS./	1413.					UK	N No.				
2. (	CNIC SNIC NICOP ARC	COP/AR	C/PO	C/Pass	por t) 1	<b>VIIX.</b> / 1	VIKS. /	1/15.					UK	N No.				
2. ( PO	CNIC SNIC NICOP ARC C Passport No:	COP/AR	RC/POO	C/Pass	por t) 1	VIIX. 7 1	- INS. /	MS.					UK	N No.				
2. ( PO	CNIC SNIC NICOP ARC	COP/AR	RC/PO	C/Pass	port) i	VIII. 7 1		WIS.					UK	N No.		-		

### BMA Capital Management Limited

	JOINT APPLICANT NO. 2								
1. Full name of Applicant (As per Cl 2. CNIC SNIC NICOP POC Passport No: [Please tick (\(\neq\)) appropriate box]	NIC/SNIC/NICOP/ARC/POC/Pa:	ssport) MR. / MI	RS. / MS.		U	KN No.			
Expiry date of CNIC//SNIC/NICOP/ARC/P	OC: D D / M M	/ Y Y	Y Y						
	JOINT	APPLICANT N	0.3						
1. Full name of Applicant (As per Cl		ssport) MR. / M	RS. / MS.		τ	JKN No.			
2. CNIC SNIC NICOP POC Passport No: [Please tick ( ) appropriate box]  Expiry date of CNIC//SNIC/NICOP/ARC/P C. OTHER ACCOUNT LEVEL INI 1. Bank Details: The bank account in	FORMATION		Y Y Y	Form shall be	used				
	The Resident Status of the Main App					1.			
3. Basis of Remittance [Please tick ( )	the appropriate boxes]		Repatriable		No	n-Repatriable			
	Non-resident Pakistani Foreigner/ Pakistani Origin	[		'		]			
	Tanadan Ongai	<u> </u>		DI	(14) (1	1			
4. Zakat Status:				Please tick	( ) the appro	priate box			
[If, according to the Fiqh of the Applic			Musli	im Zakat dedı	ıctible				
Declaration on prescribed format shall			Musli	im Zakat non-	deductible (E	nclose C7-5	0)		
concerned Participant/TREC Holder/I. affidavit.	nvestor AccountholaerJ. Non-Musli	ims snall submit a	"		acadenoie (E.	110103C CZ-3	·)		
agjiuuvii.			Not A	Applicable					
5. Particulars of nominee					1.				
(Optional but if desired, nomination should only be made			Spouse		Father	Moth	ner		
in case of sole individual and not	(b) Relationship with Main Appli	cant:	Brother		Sister	Son			
joint account)	[Please tick (V) appropriate box]	]	Brother		Sister				
[Nomination may be made in terms			Daughter						
of requirements of Section 79 of the	(c) CNIC SNIC NICOP			$\top$					
Companies Act, 2017, which inter alia requires that person nominated	ARC POC No:	_		-			-		
as aforesaid shall not be a person	[Please tick (✓) appropriate box] (d) Expiry date of CNIC /SNIC/ NICC		D D / N	M M /	YYYY	Y			
other than the following relatives of	(d) Expiry date of CNIC /SNIC/ NICC	JP / ARC / POC:	Passport Number		Y Y Y	Y			
the Investor Accountholder/Sub-	(e) Passport details:		Place of Issue:	J1.					
Account Holder, namely: a spouse, father, mother, brother, sister and	(In case of a foreigner or a Pakis	tani origin)	Date of Issue:						
son or daughter.]	(en case of algert eight		Date of Expiry:						
D. CDC access: CDC provides FREE O	F COST services under CDC access wh	ereby Sub-account h	nolders/Investor Acco	ountholders car	have real time	access to their	account		
related information.	services under ege decess with								
1. Do you wish to subscribe to free of	•	, , 11	, , ,		Yes		No		
2. If you are subscribing to IVR and (a) Date of Birth	vven service, piease provide folio	wing details of y	your Contact Pers	SUII:					
(b) Mother's Maiden Name:	,					1			
E. AUTHORIZATION UNDER SEC PLEDGE AND RECOVERY OF PA	YMENTS, CHARGES AND LO	SSES (FOR SUI	B-ACCOUNT ON	NLY)		RLYING T	RADES,		
I/we the undersigned, hereby give my/our expre Book-entry Securities beneficially owned by me									
exclusively meant for the following purposes:			1 III I I I I I I I I I I I I I I I I I	a Jano viiu					
	market transactions (trades) including off ith the Clearing House relating to any of m				through the				
c. For the recovery of payment against	any underlying market purchase transactio				1 C /1				
	me of my/our Book-entry Securities from under another Main Account under the c								
Account which is under the control of	of another Participant or to my/our Investor en made by way of a gift of Securities by	r Account;			•				
the CDC Regulations from time to the	ime;	·	·	•	rdance with				
V = n = 1 1 1 1 1 1	osses against any or all of the above transacts for any other purposes as prescribed by the			iled; and/or					
Specific authority on each occasion shall be give	ren by me/us to the Participant for handling			ed by me/us for a	all other				
purposes as permitted under the applicable laws  Note: Please note that above shall serve as a sta		andling of Rook-entr	v Securities owned by	the undersioned	 I Sub-				
Account Holder(s) and entered in his/her/their S however require specific authority in writing fr worth Rs. 500,000/- and above, the above ment	Sub-Account maintained with the Participal om the undersigned Sub-Account Holder(s)	nt. Handling of Book ) in favour of the Part	entry Securities for al ticipant. For handling	ll other purposes	should				

F. OPERATING INSTRUCTIONS			-	-	-	-											
	1. Signatory(ies) to give instruction to the Names of Signatory(ies)										9	Specim	en Sigi	natures			
Participant/TREC Holder pertaining		1S		(.)			- 8-		J (	~)				- Post	8		
of the Investor Account / Sub-Accoun	t / Trading			(a)													
Account.				(b)													
(Please specify Investor account, sub-account, sub-accoun				(c)													
account operating instructions in the rel with names and specimen signatures of		ng		(0)													
signatories)	authorisea			(d)													
,				Sin	gly (Ei	ither or	Surviv	or)					Attorn	iev			
2. Investor Account/Sub-Account Ope in writing:	erating Instructi	ons		_	ntly [ar												
[Please ( \( \sigma \)) appropriate box						ention t	he rele	– vant	nun	nbers o	of						
[1.0000 ( ) upproprime conj				the signatories)													
				Sin	gly								Attorney				
3. Trading Account Operating Instruc	ctions:			Joi	ntly [ar	ny]											
[Please (✓) appropriate box]				,		ention t	he rele	vant	nun	nbers o	f						
C MADON DEPOCITO				the	signat	ories)											
G. MARGIN DEPOSITS	() 1 1	,		200/			1 ' /1	/.1			1	1 /		1		0. 1	
The Account Holder(s) hereby undertak in his/her/their Account. The broker ma													osure f	or the p	ourpose	of trad	ıng
H. SIGNATURES		, , , , , ,		, 104													
					Da	ate:					C:	4					
Name of Applicant:						ace:					Signa	ture:					
Name of Joint Applicant No 1:						Date: Place: Signature:					ture:						
						Date:											
Name of Joint Applicant No 2:						Place: Signature:					ture:						
Name of Joint Applicant No 3:				Date: Signatur				ture:	ş.								
I/we hereby agree to admit the Applican	ot(s) as the Investo	or A	aggunt	holder(e		ace:	t Hold	or(a)	in t	orma of			Torme	nd Cor	ditions	00.000	ndad
from time to time and shall abide by the															IUILIOIIS	as aiiic	ilucu
Name of Participant/TREC Holder:						Date				1		1					
Participant's/TREC Holder's Seal & S	Sianatura																
•	Signature.																
Witnesses:																	
1. Name:									$\perp$								
Signature:	CNIC No:						-									-	
2. Name:							7										
Signature:	CNIC No:															_	
5151141410.	C111C 110.						_									_	

### TERMS AND CONDITIONS

Please read and understand the Terms and Conditions, attached herewith as Annexure A, before signing and executing this form.

### **DECLARATION & UNDERTAKING**

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

- a) I/We am/are not minor(s);
- b) I/We am/are of sound mind;
- I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment to any financial institution and that I/We have not compounded with my/our creditors;
- I/We am/are not an undischarged insolvent;
- e) I/We confirm and acknowledge that I/We have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Securities Broker/Participant, as an annexure to this Form at the time of signing of this Form and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the attached Terms and Conditions and any other Terms and Conditions provided to me/us and placed on the website of the Securities Broker/Participant, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the attached Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account / Trading Account, as the case may be;
- f) I/ We hereby confirm that the Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and operations of Trading Account, Sub-Account which shall be binding on the Sub-Account Holder as well as the Securities Broker/Participant and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- g) The information furnished in this form is complete, valid, true and correct to the best of my/our knowledge and I/We shall inform the Securities Broker/Participant immediately in writing of any change therein;
- h) In case any of the above information is found to be false or misleading or suspension of any material fact, will render my/our Sub-Account/Trading Account, as the case may be, liable for termination and I/We shall be subject to further action under the law;
- All the documents filed/submitted by me/us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives and are in accordance with the applicable law;
- j) I/ We agree that I/we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by Securities Broker/Participant and placement of trading order shall mean that I/we have affirmed/consented with the Terms and Conditions; and
- k) I/We hereby now apply for opening, maintaining and operating Sub-Account/Trading Account, as the case may be, with the Securities Broker/Participant.

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

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

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

### TERMS AND CONDITIONS

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

Annexure - A

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
- The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.
- 3. The Securities Broker/Participant shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. The Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
- 4. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
- 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-Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
- 7. Subject to applicable laws, the Securities Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose the same to any third party. However, in case the SECP, PSX, CDC or any competent authority under the law, as the case may be, requires any such information, the Securities Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.

  The Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations
- 8. for the purpose of KYC.
- In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Securities Broker. Upon receipt of instruction from the Customer, the Participant/Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Securities Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s). In case of any change in the Participant's/Securities Broker's address or contact numbers or any other related information, the Securities Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).

  Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified
- the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the Securities Broker/Participant to the Sub-Account Holder(s)/Customer(s).
- The Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his /her/ its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from his/her Sub-Account.
- Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Securities Broker/TRE Certificate Holder" respectively.
- The Securities Broker/Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through it and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.
- The Participant/Securities Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

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

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

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

  The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

### TERMS AND CONDITIONS FOR TRADING ACCOUNT

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

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

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



### **ADDITIONAL TERMS AND CONDITIONS**

In addition to the Terms and Conditions contained in Annexure A, the following additional Terms and Conditions are applicable and binding upon the Account Holder(s) and the Broker.

- 1. While the Broker shall make every effort to carry out the instructions of the Account Holder(s), within the limits of the prices instructed by the Account Holder(s), and to execute the instructions in full, the Broker does not in any manner, express or implied, guarantee, promise, warrant, represent or assure that the instructions of the Account Holder(s) will be implemented fully or even partially and/or within the limits notified by the Account Holder(s). The Account Holder(s) for any loss arising out of instructions not implemented fully or partially, due to oversight or reasons not attributable to the Broker or reasons beyond the Broker's Control.
- All purchases and sales of Securities shall be executed by the Broker during the trading hours of the relevant Exchange. Unless the Account Holder(s) give(s) specific instructions to
  the Broker to the contrary, the Account Holder(s) acknowledge(s) that all orders shall be good for the pertinent day only and shall lapse at the end of the official trading day of the
  relevant Exchange.
- 3. The Broker may, from time to time at the request of the Account Holder(s) or of its own volition, provide to the Account Holder(s) information relating to the investment opportunities in the market and /or of a financial/economic nature. The Broker however does not guarantee the accuracy/veracity/reliability of such information and the account Holder(s) acknowledge(s) that any steps or instructions issued in reliance of such information shall be deemed to have been unilaterally taken/issued by the account Holder(s) at his/her/their sole risk and responsi bility in respect to the consequences emanating therefore, it is agreed and understood that the decision to sell or purchase any Securities to make any investments or disinvestments, shall be deemed to have been made only by the Account Holder(s) based on his/her/their own acumen and judgment, without any representation or assurance from the broker as to its profitability or viability.
- 4. The Broker shall be responsible to ensure delivery of CDC eligible securities in the CDC sub-account of the Account Holder(s), subject to full payment by the Account Holder(s), In case of companies which are not in CDC, the Broker shall ensure delivery of physical shares along with verified transfer deeds against payments to the Account Holder(s).
- The Broker shall be entitled to insist upon any particular method of payment other than cash but including payments by "A/C Payee Only" crossed cheque, pay order, demand draft or State Bank of Pakistan's cheque. The Account Holder(s) will only be able to purchase Securities against the amount of available cash credit in his/her/their Account except in those cases where the Account Holder(s) is/are availing financing facilities and/or purchasing securities on margin. Further, the Account Holder(s) are required to keep a sufficient amount of cash balance with the Broker in order to absorb any and all trading losses. However, in case losses result in a debt cash balance in the Account Holder's Account, then this debit cash balance will have to be paid to the Broker within 1 (one) day of the occurrence, whether or not the Account Holder(s) has/have received Invoice/bill in respect thereof. For the purpose of this Clause, a verbal or written intimation by the Broker that a particular amount is due in this regard, shall be the conclusive proof thereof and shall be binding upon and not called in question by the Account Holder(s).
- (i)(a) Any payments made by Account Holder(s) through cross cheque in favor of the Broker should be deposited into a nearby bank branch with which the Broker has an online funds transfer arrangement. Such amount will be credited in the account of the Account Holder(s) retained with the Broker by tallying the Client Account Number/CNIC Number mentioned on the pay-in-slip. The Account Holder(s) shall ensure that his/her name, client Account Number and CNIC Number is correctly written on the pay-in-slip. The Broker shall have no responsibility for any loss or delay arising due to incorrect information/details provided via the pay-in-slip.
- (ii) In case any amount(s) due from the Account Holder(s), as may be certified by the broker in respect of securities purchased on account of the Account Holder(s), has not been paid by the Account Holder(s) within the period specified in Clause 5(i) above, the Broker shall have the right to settle the outstanding amounts out of any money(ies) or margin of the Account Holder(s) lying with the Broker or from any money(ies) realized from the sale of Securities or any other property held by the Broker as margin or security and the Broker shall have an unfettered right and power to sell, transfer and dispose off such assets and/or the margin or Security(ies) as the Broker may deem fit. The Broker shall further have the right to return to the seller(s) or sell the Securities, which may have been retained and/or sold by the Broker, as mentioned above. The Account Holder(s) shall be liable for and pay the difference in respect of fluctuation(s) in the price(s) of Securities, which may have been retained and/or sold by the Broker as mentioned above, if the fluctuation is unfavorable to seller(s) thereof and the Account Holder(s) shall not have any claims in respect of the price fluctuation(s) which may be favorable to the seller(s). Account Holder(s) shall further be liable for all losses, damages, costs and expenses, which the Broker may suffer or sustain due to non-payment by the Account Holder(s).
- (iii) In case the Broker at its discretion, permits the Account Holder(s) to buy the Securities on behalf of the Account Holder(s) prior to receipt of the payment(s), whether on a single occasion or on numerous occasions, such fact shall not be construed as an extension of credit facility to the Account Holder(s), nor shall the same be construed as entitling the Account Holder(s) to such facility in future. In such case, Account Holder(s) will be required to make payment of amount due to the broker in respect of purchases) of such Securities, two days prior to the date when such payment(s) was/were required for settlement(s) at the Exchange. For the purpose of this clause, a verbal or written intimation by the Broker that a particular amount is due in this regard, shall be conclusive proof thereof and shall be binding upon the Account Holder(s).
- (iii)(a) In case the Account Holder(s) fail(s) to pay any amount due on or before the due date specified herein or otherwise notified to the Account Holder(s), the Account Holder(s) shall be liable to pay to the Broker liquidated damages @20% per annum for each day of delay in payment by the Account Holder(s) (by way of compensation for financial loss, not by way of financing of penalty). The Account Holder(s) shall be liable to make such payment without prejudice to the broker's other rights, discretions, remedies and recourses available under the law, including those specified the Special Terms and Conditions.
- In case of sale contract(s), the Account Holder(s) shall have to deposit the Securities with the Broker before execution of the sale order(s) which he/she/they has/have instructed the Broker to sell. The Account Holder(s) shall be responsible to ensure that such Securities are in a state and form whereby they can be marketed, delivered and transferred. The Account Holder(s) also undertake(s) to comply with the directions of the Broker for regularization of any defect, mistake, discrepancy or irregularity or any such matter in respect thereof. The Account Holder(s) shall obtain proper receipt/CDC sub-account statement from the Broker upon deposit of such Securities with the broker, failing which the Broker shall not be responsible. The Account Holder(s) shall be deemed to have provided complete authority to the Broker in respect of the Securities so deposited, including the power of authority to market, sell, deliver and/or transfer directly to the purchaser thereof for and on behalf of the Account Holder(s). Securities will not be accepted for effectuating deliveries unless they are in acceptable electronic (CDC) format or with blank transfer deeds with signatures duly verified by the concerned companies or their registrates along with original security certificates that are found to be in order. If the Broker determines that all or any such documents are not in order, the Broker shall have the right to refuse or reject the same in which event the Account Holder(s) shall deliver substitute Securities of the company/institution or get the original certificates and/or the transfer deeds thereof, as the case may be duly regularized within 48 (forty eight) hours. The Account Holder(s) shall ensure and hereby represent(s) that all the Securities/transfer deeds delivered to the broker shall be genuine, not stolen and free from all liens, pledges, encumbrances and other defects whatsoever.

In case of the Account Holder(s) failure to provide Securities against any sale contract in the manner and in accordance with the condition stated above, the Broker in its sole an unfettered discretion shall have the right to purchase the Securities as it deems fit from the market and recover any loss, damages, brokerage commission, charges etc. from the Account Holder(s) margin or Securities held by the broker on account of the Account Holder(s) as collateral, notwithstanding the Broker's other rights, remedies and recourses arising from such default.

- (v) Without prejudice to the Broker's rights, remedies and recourses mentioned in any of the preceding Clauses, in the event of the Account Holder(s) failure to make the payment against a purchase contract as mentioned in Clause 5(i), 5(ii) and 5(iii) above, or to deliver or deposit the Securities against a sale contract, as mentioned in above, and/or to deposit and maintain the margin as mentioned in the Margin Deposit conditions mentioned in the Broker shall have the right to square up and liquidate the Account Holder(s) outstanding position(s) and recover all outstanding dues from the Account Holder(s), including losses, damages, costs and expenses while the Account Holder(s) shall continue to be liable for any shortfall.
- 6. In case of merger of the Broker's corporate membership with another entity, the agreement and conditions laid down herein above shall remain effective, unless otherwise mutually agreed by parties.
- 7. In the event of failure or refusal to effect the delivery against purchase contract by any member of the pertinent Exchange through whom the Broker may have purchased the Securities or refusal to accept delivery against any sales contract by any member of the said Exchange through whom the Broker may have sold the Securities, the Broker shall not be liable for any damages costs or legal expenses which the client may suffer or sustain, and in any such event, the Rules and Regulations of the pertinent Exchange shall at all times prevail and shall be binding upon the parties.
- 8. The Broker shall not be liable for any fraud, forgery, mis-declaration or any other act or omission on the part of any constituent or member of any Exchange or their respective customer or agents and the Securities shall be purchased or sold at the sole risk of the Account Holder(s) with no obligation on part of the Broker.
- 9. The Account Holder(s) acknowledge(s) that the Broker has a general right of set-off in respect of any and all monies or sums of the Account Holder(s) lying with the Broker or indicated in any Account maintained by the Broker as being to the credit of the Account Holder(s) and that such right may be exercised at the discretion of the Broker upon non-payment of other default on part of the Account Holder(s) and in such manner as the Broker deems appropriate. The Account Holder(s) agrees and acknowledges that the Broker may dispose of any Securities or any other property of the Account Holder(s) lying with the broker at such time and prices as deemed appropriate by the Broker in its sole and unfettered discretion in order to recover amounts due to the Broker. The Account Holder(s) hereby authorizes the Broker to make such dispositions on his/her/their behalf and from the proceeds thereof to deduct/settle/adjust/realize all sums that are or may become due and/or payable to the Broker from time to time.

### **BMA Capital Management Limited**

- For all transactions and dealings in relation to the Book Entry Securities as defined in the Central Depositories Act, 1997 (CD Act), the term and conditions of the CD Act and the Central 10(i) Depository Company of Pakistan Limited Regulations and other applicable rules and regulations pertaining to Book Entry Securities shall become applicable.
- Deliveries of book Entry Securities will be effected to the Account Holder(s) by movement of Securities from the Broker's account with CDC or the CDC sub-account of the seller maintained with the Broker, as a participant as the case may be, to the credit of the Account Holder(s) account with the CDC or the Account Holder(s) sub-account with the Broker, (ii) provided payment for such Securities is made to the Broker before the Credit of the Account Holder(s) CDC account or sub-account, as the case may be
- Deliveries of Book Entry Securities will be effected on account of the Account Holder(s) by movement of the Securities from the CDC account of the Broker as a articipant or the sub-account of the Account Holder(s) with the Broker or from the main account or a sub-account of another participant and the Account Holder(s) undertake(s) to issue necessary instructions for such deliveries to this participants, if the Broker is not the Account Holder(s) participant. Failure to issue such instructions and/or to affect deliveries by the Account Holder(s) hall be considered as breach of contract by the Account Holder(s), which will render the Account Holder(s) liable for all losses and damages which (iii) the Broker may suffer or sustain.
- At the time of opening the Account, the Account Holder(s) shall deposit minimum margin in cash and/or listed Securities of equivalent value acceptable to the Broker as per its haircut 11. valuation policy. The net value of the Securities/cash balance will be monitored regularly. The Broker shall have the right to call for the deficit amount.
- It is mutually agreed between the Broker and Account Holder(s) that any free credit balances in Account Holder('s) Account are being maintained to facilitate Account Holder(s)' intention 12 to invest such amount through the Broker. It is specifically agreed and understood that under no circumstances whatsoever will the Broker allow any credit facilities
- 13 The proceeds of the Securities sold on account of the Account Holder(s) shall become due on the business day following settlement date. The Broker shall not be liable for delays in the payments to be made by NCCPL or the Exchange or the TRE Certificate Holder of the Exchange through whom the Securities have been sold by the Broker on account of the Account Holder(s), as the case may be.
- The Broker shall have complete discretion as to keeping of unutilized funds of the Account Holder(s) in a current bank account, or in a profit bearing bank account. In case the Broker at its sole discretion decides to keep the unutilized funds of the Account Holder(s) in a profit bearing bank account of the Broker's choice, funds of the various other account holders of the Broker will also be kept in such account and the Broker will pass on profit to clients on the cash amount deposited after deducting service charge. Such amount will be credited in the ledger account of the Account Holder(s). The Account Holder(s) shall however not question the rate of profit or the computation of the Account Holder(s)' share by the Broker. If the client wants to avail profit on his idle fund then he should sign the separate profit on idle fund form or write an email to bmatrade@bmacapital.com and it will be effective from the submission date
- In the event of failure or refusal to effect delivery against any purchase contract by any TREC holder or NCCPL through whom the Broker may have purchased the Securities or refusal to accept delivery against any sale contract by any TREC holder or NCCPL through whom the Broker may have sold the Securities, the Broker shall not be liable for any damages, costs or legal expenses which the Account Holder(s) may suffer or sustain and in such an event, the related Rules and Regulations will prevail and be binding upon the parties. 15.
- In case of hacking of any of its information system or any other system that forms part of trading, the Broker shall not be liable in any manner whatsoever 16
- 17 Please visit our website to obtain information required to be provided as per Clause 6 of General terms and Conditions of Terms and Conditions (Annexure A)."

#### ADDITIONAL TERMS AND CONDITIONS FOR ONLINE TRADING: 18

- Online trading will be permitted through BMA Capital Management Limited (Broker) which will act as the Broker for the purpose of buying and selling Securities, including trading through Continuous Financing System (CFS) and/or other forms of leveraging/margin financing at the Pakistan Stock Exchange (Online Exchange) and wherever the term BMA is used in these Special terms and Conditions for Online Trading, it shall deem to mean the Broker and Vice Versa. (i)
- A Password or Personal Identification Number (PIN) will be issued to the Account Holder(s) by the broker as the Account Holder(s) password/PIN to enable the Account Holder(s) to have access to and use the Account for Online Trading. The Password/PIN may be communicated through E-mail or through courier to the Account Holder(s) at his/her/their own risk. The Account Holder(s) shall not disclose the Password/PIN to any person and shall take every reasonable precaution to prevent (ii) discovery of the Password/PIN by any other person(s).
- The Account Holder(s) shall ensure that all information needed by the Broker in verifying the Account Holder(s) identity is accurately disclosed to the Broker over the telephone. It is further clarified that any/all instructions by the Account Holder(s) to the Broker via telephone shall be imparted only through the Broker's designated telephone number(s) which shall be intimated to the Account Holder(s). Any change in such telephone numbers shall be promptly notified to the Account Holder(s). Any instruction/communication exchange through telephone numbers other than those which have been notified by the Broker shall not be entertained. (ii)(a)
- All orders received telephonically and placed on KATS shall be supported by recording on dedicated telephonic lines, preferably connected with a computerized taping system so as the orders could possibly be stored on UIN basis and made user friendly. (ii)(b)
- The Broker may electronically transfer delivery of confirmation, statements and other notices in connection with Electronic/Online Trading. It shall be the responsibility of the Account (iii) Holder(s) to review all communications sent by the Broker including E-mails, confirmation statements, notices, margin and Maintenance calls whether delivered by mail, e-mail or electronic terminals. If the Password/PIN is disclosed to any third party, the Account Holder(s) should immediately notify the same to the Broker. The Account Holder(s) will immediately notify the Broker of any loss, theft or unauthorized use of his/her/their Account number and/or Password/PIN. The Account Holder(s) shall immediately notify the Broker in writing of any change in his/her/their e-mail or other address as mentioned in the Account Opening Form.
- All risks connected and involved with Electronic/Online Trading will be assumed fully by the Account Holder(s). The Account Holder(s) acknowledges that Electronic/Online Trading may from time to time be adversely affected (inter alia) by network congestion, equipment failure, software failure, system breakdown, loss of connectivity, power failure, adverse market conditions, partial execution of order and/or technical glitches/failures (including but not limited to connectivity failures). Neither the Broker nor any of its Directors or officers its management, its branch offices, offices of supervisory jurisdiction and their respective registered representatives and employees, 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) information and affairs by unscrupulous person(s). (iv)
- The Broker may at any time and from time to time require additional margin in the Account (in cash or Securities) before executing any orders or undertaking any transactions through Online Trading facility on account of the Account Holder(s). The Amount and timing may vary depending on factors solely at the Broker's discretion. The Broker shall have the right to (v) liquidate the Account Holder(s) trading position(s) if the Account margin is insufficient at any time.
- The Broke ray at its discretion elect with or without notice to square off the Account Holder(s) Account and make all obligations in the Account immediately due and payable by the Account Holder(s) without assigning any reason. (See Margin Disclosure Statement annexed hereto). (vi)
- 19 Trading in Future Contracts: Trading in Future Contracts will be subject to the Rules and Regulations governing Future Contracts of the Exchange, including any Notices, Instructions, Circulars, and decisions of the Governing Board of the Exchange.
- 20. Custodial Services: For Custodial Services, the following Additional Terms and Conditions are applicable:

The charges for custodial services will be intimated to the Account Holder by the Broker.

If the Broker has been appointed as a Custodian, the Securities purchased for the Account Holder(s) will be retained by the Broker on account of the Account Holder(s). If the Securities sold are lying with the Broker as Custodian for the Account Holder(s), the Broker shall deliver the Securities as per the Rules & Regulations on account of the Account

The above Additional Terms and Conditions are supplemental to the Terms and Conditions (Annexure A) and not in derogation thereof. In case of any conflict between any of these Additional Terms and Conditions and the Terms and Conditions (Annexure A), the Terms and Conditions (Annexure A) will prevail I/we confirm that I/we have received the additional Terms and Conditions and have carefully read, understood and accepted the additional Terms and Conditions which are deemed to be a part of this Form.

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

### MARGIN DISCLOSURE STATEMENT

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

BMA Capital Management Limited (BMA), also referred to herein as the Broker 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 Securities in a margin account. Before trading Securities in a margin account, the Account Holder(s) should carefully review the margin clause in the Special terms and Conditions for Online trading enunciated in the Account Opening Form. The Account Holder(s) should obtain clarification(s) from BMA regarding any questions or concerns he/she/they may have regarding the margin account. It is important that the Account Holder(s)understand(s) fully the risks involved in trading 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 the Account Holder(s) to provide additional funds to the Broker to avoid forced sale of those Securities or other Securities or asset(s) in the Account Holder(s) account.

### The broker can force the sale of Securities or other asset(s) in the Account Holder(s) account:

If the equity in the Account Holder(s) account falls below the maintenance margin requirements, the Broker, after the margin call notice period, can sell the Securities or other assets in the account to cover the margin deficiency. The Account Holder(s) also will be responsible for any shortfall in the account after such sale.

## Account Holder(s) are not entitled to choose which Securities or other assets in the account are liquidated or sold first to meet margin requirements:

Because the Securities are collateral for margin trading, the Broker has the right to decide which Security(ies) to sell in order to protect its interests and/or meet margin requirements.

### The Broker can amend its "in-house" maintenance margin requirements at any time and is required to provide the Account Holder(s) 3 (three) days advance written notice:

These changes in Broker's policy often take place immediately and may result in the issuance of maintenance margin call. The Account Holder(s) failure to satisfy the call may cause the Broker to liquidate or sell Securities in his/her/their Account.

### The Account Holder(s) are not entitled to an extension of time on 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 not/do not have a right to the extension.

For and on behalf of Broker:		
Name: (As per CNIC / NICOP / Passport)	Designation:	
Signature:I/We certify that I/We have read and fully understo and agree to abide by them:	Date:	n Disclosure Statement
Account Holder:		
Name: (As per CNIC 7 NICOP / Passport) Joint Account Holder 1:	Signature:	Date:
Name: (As per CNIC / NICOP / Passport)  Joint Account Holder 2:	Signature:	Date:
Name: (As per CNIC / NICOP / Passport) Joint Account Holder 3:	Signature:	Date:
Name:	Signature:	Date:
(As per CNIC / NICOP / Passport) CNIC/NICOP:  Address:	111-1	
Signature:		
Witness 2:		
Name: (As per CNIC / NICOP / Passport) CNIC/NICOP:		
Address:		
Signature:		

This Risk Disclosure document is prescribed by the Pakistan Stock Exchange Limited (PSX) under Clause 13(1) of the Securities

### RISK DISCLOSURE DOCUMENT

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

This document contains important information relating to various types of risks associated with trading and investment in financial products (equity securities, fixed income instruments, derivatives contracts etc.) being traded at PSX. The customers should carefully read this document before opening trading account with a broker. In case a customer suffers negative consequences or losses as a result of trading/investment, he/she shall be solely responsible for the same and PSX or Securities and Exchange Commission of Pakistan (SECP) shall not be held responsible/liable, in any manner whatsoever, for such negative consequences or losses.

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

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

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

1. BASIC RISKS INVOLVED IN TRADING IN SECURITIES MARKET:

#### 1.1 VOLATILITY RISK:

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

#### 1.2 LIQUIDITY RISK:

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

#### 1.3 SPECULATIVE TRADING RISK

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

### 1.4 RISK OF WIDER SPREAD:

The Bid-Ask spread is the difference between the offer price and bid price of a security/contract quoted by the Market Makers or trading parties. The size of spread is affected by a number of factors such as liquidity, volatility, free float (the total number of shares outstanding that are readily available for trading) etc. Generally, low liquidity, high volatility and low free float levels of asecurity 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 THE

### PRICE FLUCTUATIONS DUE TO CORPORATE ANNOUNCEMENT:

The corporate announcements by the issuers for the corporate actions or any other material information may affect the price of the securities. These announcements combined with relatively lower liquidity of the security may result in significant price volatility. The customers, while making any investment decision in such securities/contracts, are advised to take into account such announce-ments. Moreover, the customers should be cautious and vigilant in case fake rumors are circulating in the market. The Customers are advised to refrain from acting purely based on such rumors rather take well informed investment decision in light of all factsand 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 theorices of securities and, as a result, such orders may not be executed.

- 1.7 SYSTEM RISK:High volume trading will frequently occur at the market opening and before market close. Such high volumes may also occur at any point in the day causing delay in order execution or confirmation. During periods of volatility, on account of market participants continuously modifying their order quantity or prices or placing fresh orders, there may be delays in order execution and its confirmations.
- 1.8 SYSTEMIC RISK:Systemic risk arises in exceptional circumstances and is the risk that the inability of one or more market participants to perform asexpected will cause other participants to be unable to meet their obligations when due, thereby affecting the entire capital market.

### 1.9 SYSTEM AND NETWORKING RISK:

Trading on the PSX is done electronically, based on satellite/leased line based communications, combination of technologies and computer systems to place and route orders. All these facilities and systems are vulnerable to temporary disruption or failure, or any such other problem/glitch, which may lead to failure to establish access to the trading system/network. Such limitation may result in delay in processing or processing of buy or sell orders in part only or non-processing of orders at all. As with any financial transaction, the customer may experience losses if orders cannot be executed normally due to systems failures on the part of exchange or broker. The losses may be greater if the broker having customers' position does not have adequate back-up systems or procedures. Accord-ingly, 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 obligaions to settle all executedtransctions.

### 1.10 RISK OF ONLINE SERVICES:

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

### **BMA Capital Management Limited**

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 therebyaffecting the risk and return profile of the investment of the customers in those sectors.

### . RISKS IN DERIVATIVE AND LEVERAGE PRODUCTS:

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

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

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

- Trading in the derivative and leveraged markets involves risk and may result in potentially unlimited losses that are greater thanthe amount deposited with the broker. As with any high risk financial product, the customer should not risk any funds that the customer cannot afford to lose, such as retirement savings, medical and other emergency funds, funds set aside for purposes such as education or home ownership, proceeds from student loans or mortgages, or funds required to meet living expenses.
- All derivative and leveraged trading involves risk, and there is no trading strategy that can eliminate it. Strategies using combinations of positions, such as spreads, may be as risky as outright long or short positions. Trading in equity futures contracts requires knowledge of both the securities and the futures markets. (b)
- The customer needs to be cautious of claims of large profits from trading in such products. Although the high degree of leverage can result in large and immediate gains, it can also result in large and immediate losses. (c)
- Because of the leverage involved and the nature of equity futures contract transactions, customer may feel the effects of his/her losses immediately. The amount of initial margin is small relative to the value of the futures contract so that transactions are 'lever-aged' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds the customer has deposited or will have to deposit. This may work against customer as well as for him/her. Customer may sustain a total loss of initial margin funds and any additional funds deposited with the broker to maintain his/her position. If the market moves againsthis/her position or margin levels are increased, customer may be called upon to pay substantial additional funds on short notice to maintain his/her position. If the customer fails to comply with a request/call for additional funds within the time specified, his/her position may be liquidated/squared-up at a loss, and customer will be liable for the loss, if any, in his/her position. (d)
- The customer may find it difficult or impossible to liquidate/square-up a position due to certain market conditions. Generally, the customer enters into an offsetting transaction in order to liquidate/square-up a position in a derivative or leverage contract or to limit the risk. If the customers cannot liquidate position, they may not be able to realize a gain in the value on position or prevent losses from increasing. This inability to liquidate could occur, for example, if trading is halted due to some emergency or unusual event in either the equity futures contract or the underlying security, no trading due to imposition of circuit breaker or system failure occurs on the part of exchange or at the broker carrying customers' position. Even if customers can liquidate position, they may be forced to do so at a price that involves a large loss. (e)
- Under certain market conditions, the prices of derivative contracts may not maintain their customary or anticipated relationships to the prices of the underlying security. (f) These pricing disparities could occur, for example, when the market for the equity futures contract is illiquid, when the primary market for the underlying security is closed, or when the reporting of transactions in the underlying security has been delayed.
- The customer may be required to settle certain futures contracts with physical delivery of the underlying security. If the customerhold position in a physically settled equity futures contract until the end of the last trading day prior to expiration, the customer shall be obligated to make or take delivery of the underlying securities, which could involve additional costs. The customer should carefully review the settlement and delivery conditions before entering into an equity futures contract. (g)
- 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 commis sions, exposure to leverage, and competition with professional traders. The customer should thoroughly understand these risks and have appropriate experience before (h) 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.

### 3.1 ASSETS HELD WITH BROKERS:

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

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

### 3.2 CUSTOMERS RIGHTS AND OBLIGATIONS:

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

- The customers should ensure that they deal through the registered branch and with the registered Agents/Traders/Representatives of the broker. The customer shall (a)
- (b)
- also verify such details from the website of PSX and Jamapunji (www.jamapunji.pk);
  Customer at the time of establishing relationship with the brokers, should obtain a clear explanation of all brokerage, commission, fees and other charges for which customer will be liable to pay and these charges will affect net cash inflow or outflow;
  It is obligatory for the brokers to issue contract note, in either electronic form or hard copy, by next working day of trading. The contract note shall contain all information relating to trade execution including commission and charges applicable on the custom-ers. In case contract note is not issued, customer should inquire with broker (c) immediately and in case the matter is not resolved, the same should be reported to the PSX;
  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
- (d) 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:				
Signatures:				
Main Applicant	Joint Applicant 1	Joint Applicant 2	Joint Applicant 3	Participant/TREC Holder

## Politically Exposed Persons Declaration Form (Please use BLOCK LETTERS to fill the form)

Pakistan's Anti-Money Laundering regulations and related Guidelines require that financial institutions obtain the following information in connection with clients who are politically exposed. Please use this form for each individual of a joint account.

COP/ARC/POC/Passport) Mr. / Mrs. / M	Ms.
ERSON INFORMATION	
as been a politically exposed person	*Yes No
PERSON (PEPs) CHECKLIST	ST .
	Foreign PEP
	Previously held a position
	State Owned Corporation e.g. OGDC, PPL, PIA, WAPDA etc
	Military Official
	Political Party Official
	International Organization / Non-governmental organization (NGO), e.g. UN, INTERPOL, BINGO, etc
Grand Mother	Close associate (e.g. Friend, Neighbour etc.)
Grand Father	Spouse
Grand Son or Daughter	Spouse's Mother or Father
Close Business Relation	Sibling (Brother, Sister, Step-Sibling, Adoptive Sibling)
/ууууу)	
	1 1
	ied above at any time in the future, immediately
	ERSON INFORMATION on

### Foreign Account Tax Compliance Act (FATCA) Checklist (For Individuals & Sole Proprietors)

Nature of account: Single Joint

### MAILING ADDRESS

[To be used for all correspondence between BMA Capital and the account holder(s)]

Section A. Customer Type (please indi	cate as applicable)
Individual/Sole Proprietor	Please use Account holder 1 column to provide your responses.
Joint	Please use separate column for joint account holder.

### Section B. - Part 1 - US Status Information (For Account Holder)

Name of Account holder:			
1. Are you a US Citizen, a US Green Card Holder or a US Resident*?			
<ul><li>If Yes: Provide Form W-9 and proceed to Section C below;</li><li>If No: Proceed to Next Question</li></ul>			
2. Were you born in US?  If Yes: Provide Form W-9 and proceed to Section C below;  If Yes: But you claim being a non-US person, please provide  (i) Certificate/Written Explanation of Revocation of US Nationality  (ii) A non-US passport  (iii) Signed Form W-8BEN;  If No: Proceed to Next Question	Yes	No	
3. Do you have a US address or telephone Number?	Yes	No	
4. Are you assigning a signatory authority/mandate to a person with a US address?	Yes	No	

### Section B. - Part 2 - US Status Information (For Joint Account Holder)

Name of Joint Account holder:			П
1. Are you a US Citizen, a US Green Card Holder or a US Resident*?		Yes	No
<ul><li>If Yes: Provide Form W-9 and proceed to Section C below;</li><li>If No: Proceed to Next Question</li></ul>			
2. Were you born in US?		Yes	No
If Yes: Provide Form W-9 and proceed to Section C below; If Yes: But you claim being a non-US person, please provide (i) Certificate/Written Explanation of Revocation of US Nationality (ii) A non-US passport (iii) Signed Form W-8BEN; If No: Proceed to Next Question			
3. Do you have a US address or telephone Number?		Yes	No
4. Are you assigning a signatory authority/mandate to a person with a US address?		Yes	No

### For Questions 3 and 4 above:

- If Yes and you accept being a US person: Provide Form W-9 and proceed to Section C below;
- If Yes and you claim being a non-US person: Provide an ID Document (CNIC/SNIC/NICOP) showing your permanent address (which should not be a US address), OR provide Form W-8BEN & proceed to Section C;
- If No: No FATCA documentation required, proceed to Section C below.

General		
1. Will there be instructions to transfer funds to U.S. accounts or directions regularly received from a U.S. address?	Yes	No
2. Will there be address on file which is "in care of" or "hold mail" or U.S. P.O. Box and/or U.S. telephone number?	Yes	No

### Section C. Account holder Confirmation [(to be filled by all Account holder(s)]

I/We hereby confirm that the information provided above is true, accurate and complete. Subject to applicable local laws, I/we hereby consent for BMA CAPITAL MANAGEMENT LIMITED (the Company) to share my/our information with domestic or overseas regulators or tax authorities where necessary/applicable to establish my/our tax liability in any jurisdiction. Where required by domestic or overseas regulators or tax authorities, I/We consent and agree that the Company may withhold from my/our account(s) 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 which I/we have provided to the Company.

Signature of Account holder(s)	Account Holder	Joint Account Holder
Date:		

<sup>\*</sup> A person may be a US resident if the person was present for the period of 183 days or more during the current last two preceding years. For further details please refer to Tactful Questioning guidelines under the FATCA policy & procedures manual.

### For Office Use Only

FATCA Documentation Checklist

Account Holder

Holder

Person with U.S. citizenship / U.S. Green Card / U.S. residence

■ Form W-9

Person born in U.S.

Form W-9

Person born in U.S. But claims being a Non-US person

- Form W-8BEN;
- Certificate / Written Explanation of Revocation of US Nationality; and
- A non-US passport

Person with U.S. address / Telephone number / U.S. signatory / Other U.S. links (accepts being a U.S. person)

■ Form W-9

Person with U.S. address / Telephone number / U.S. signatory / Other U.S. links (accepts being a Non-U.S. person)

- Form W-8BEN; OR
- ID Document showing permanent address (which should not be a US address)

No FATCA Documentation Required

### FATCA Classification of Account holder(s)

#### 1. US Person:

- Account holder responds 'Yes' to S. No. 1 (Section B); or
- Account holder responds 'Yes' to any question from S. No. 2 to S. No. 4 (Section B) and accepts being a US person.
- US Tax Identification No. (TIN); US Social Security No. (SSN), Individual Taxpayer Identification. No. (ITIN) or US
  Employer Identification No. (EIN) as mentioned in Form W-9 provided by the customer

### 2. Non-US Person

- Account holder responds 'No' to all question from S. No. 1 to S. No. 4 (Section B) (no documentation required)
- Account holder responds 'Yes' to any question from S. No. 2 to S. No. 4 (Section B) claims being a non-US person & provides required documentation (as per Section B).

### 3. Recalcitrant

Account holder refuses to provide required documentation (as per Section B) or refuses to provide confirmation (as per Section C).

### FATCA Classification of Account

Q US Account Any of the Account holders has been classified as US person.

Q Non-US Account All of the Account holders have been classified as non-US person.

Q Recalcitrant Account Any Account holder has been marked as Recalcitrant.

(Only Applicable to Existing Account Holders)

### Authorization

We confirm that the responses of the Account holder(s) to checks in Section B have been cross verified against information provided by them in the Account Opening Form and during the KYC process and that no discrepancy has been found therein. We also confirm that duly signed and completed FATCA Documentation has been obtained from ALL Account holders as established through Section C and marked above. Moreover, each Account holder has been classified and accordingly the account status has been marked above.

Date and signature of authorised representative of BMA CAPITAL

### **Common Reporting Standard Form For Tax Residency Self Certification**

Please read the	ese instructions carefully before compl	eting the form											
Chapter XIIA of Income Tax Rules, 2002 and Regulations based on the OECD Common Reporting Standard (CRS) require BMA Capital Management to collect and report certain information about each person's tax residency. If your tax residence is located outside Pakistan and/or United States of America (USA), we may be legally obliged to pass on the information in this form and other financial information with respect to your financial accounts to Federal Board of Revenue (FBR) and they may exchange this information with tax authorities of another jurisdiction or jurisdictions pursuant to intergovernmental agreements to exchange financial account information.													
Please comple	ete this form if you are an individual,	a sole trader or sole proprietor. Please	use a separate	form for eac	h ind	lividual	of a Jo	int Acco	unt.				
	This form will remain valid unless there is a change in circumstances relating to information, such as the applicant's tax status or other information that makes this form incorrect or incomplete. In that case you must notify us and provide an updatedself-certification.												
PART 1	INFORMATION APPLICANT	Г	TRADING A	CCOUNT #	#								
Name of App	lame of Applicant  Date of Birth (dd/mm/yyyy)  / / /												
Place of Birt	h:		City:						Country:				
Current R	esidence Address												
Address:													
Contact No:													
City:													
Province/Sta	ate:												
Country:													
PART 2	CRS - DECLERATION OF T	AX RESIDENCY (Please refe	r to Append	ix - I for yo	our t	tax re	sidend	y stati	ıs)				
I am a tax	resident of Pakistan or/and US	SA ONLY. Yes (F	Proceed to Part 4)					No	(Proceed t	o Part 3)			
PART 3	COUNTRY OF RESIDENCE	FOR TAX PURPOSE											
Number (TIN matic-exchain	plete the following table indicating I) or functional equivalent for each nge/crs-implementation-and-assis ication Number (TIN) is not availab	country indicated. Please refer to ance/tax-residency/	the OECD we	ebsite for m	nore i	inform	ation o	i tax re	sidency	http://v	ww.oed	cd.org/ta	
Reason B - Reason C -	The country/jurisdiction where the The Applicant is otherwise unable No TIN is required. (Note: Only se y such country)	to obtain a TIN or equivalent numl	ber (Please p	rovide reas					es not re	quire th	ne collec	ction of t	the
Country	(ies) of Tax Residence	TIN or Equivalent				1	Tick ( ) or	ne ONLY (	IF TIN is no	ot availabl	e)		
	(12,12			Reas	son A			Rea	son B			Reason C	
					+				<del> </del>			$\frac{\square}{\square}$	
					=		#					$\equiv$	
If Reason B	selected, pleae explain in the follo	owing box(es) why you are unable	to obtain a T	IN or Functi	tional	l Equiv	alent						
1						À							
2					-/								
PART 4 D	ECLERATION AND SIGNATURE				4								
I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the applicant's relationship with BMA Capital Management setting out how BMA Capital Management may use and share the information supplied by me. I acknowledge that the information contained in this form and information regarding the Applicant and any Reportable Account(s) may be provided to the tax authorities of the country/jurisdiction in which this account(s) is/are maintained and exchanged with tax authorities of another country/jurisdiction or countries/jurisdictions in which the Applicant may be tax resident pursuant to intergovernmental agreements to exchange financial account information. I declare that all statements made in this declaration are, to the best of my knowledge and belief, correct and complete. I undertake to submit a suitably updated Form within 30 days of any change in circumstances which affects the tax residency status or where any information contained herein to become incorrect.													
	Signature:		Date:										

### **CUSTODY CHARGES**

### **CUSTODY FEES (Charges on Monthly Basis)**

• 0.03% per annum of market value of shares.

### **CDC TRANSACTION CHARGES**

0.002 paisa per share

### **SST (Sindh Sales Tax)**

SST will be charged on all custodial services including CDC and NCCPL UIN annual maintenance fee.

• 13% of fee charged.

### **CDC AND NCCPL UIN MAINTENANCE FEE**

### **FOR CDC**

Rs. 400 per annum.

### **FOR UIN**

- Rs. 200 per annum per record (for Individual)
- Rs. 2,500 per annum (for Corporate)
- Rs. 200 per annum (For additional Joint Account)

### TRANSFER OF PHYSICAL SHARES INTO SCRIPLESS FORM

### **FOR SHARES**

10 paisa per share

### **FOR TFC / WAPDA BONDS**

Rupee 1 per unit

### **CORPORATE ACTION**

## SUBSCRIPTION OF RIGHT SHARES

- 0.004 paisa per share (if client subscribe himself)
- 0.01 paisa per share
   (if BMA subscribe on behalf of client)
   OR

Minimum Rs. 250 & Maximum Rs. 100,000

## WITHDRAWAL OF PHYSICAL SHARES

25 paisa per share

### **Redemption Fee**

(Open End Funds)

• 0.08% of market value

### WITHDRAWAL OF TFC / WAPDA BONDS

Rs. 60 per unit.

### **EXPENSES**

### COURIER / REGISTERED POST

At actual.

## SHARES TRANSFER STAMPS

At actual.

### OHTER EXPENSES

At actual.

**Note:** One Unit of TFC / WAPDA Bond = Rs. 5,000 each

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

## **ENCLOSURES / DOCUMENTS CHECKLIST** CNIC / NICOP of Account Holder(s). CNIC / NICOP of Joint Account Holder (For Joint Accounts). CNIC / NICOP of Nominee (Optional - Only for Single Accounts). CNIC /NICOP of Attorney Zakat Declaration Form (For Muslims) / Affidavit Solemn Affirmation on plain paper shall be submitted (For Non-Muslims). Job Card Employee Card (For Salaried Individuals). Salary Slip duly stamped by the Employer (For Salaried Person). Confirmation of Occupation on Affidavit of Rs. 100/- if the Business is not Registered with Applicant's NTN. Company's Letterhead for Confirmation of monthly income (For Businessmen / HNWs). Copy of Utility bill/Driving license/Insurance policy (If Address is not as per CNIC). Individual KYC form for each Account Holder (In case of Joint Account). Confirmation of Occupation on Company's Letterhead if Business is Registered. Biometric Verification of Account Holder(s). The provided cell number must be registered on the CNIC of the Applicant(s). Others:(If Any) For Office Use Account Opening Form Received on \_\_\_\_\_ Documents/Account Opening Form checked by; Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date:

I. FOR THE USE OF PARTICIPANT / TREC HOLDER ONLY						
Particulars of Customer Rela	tionship Form verified by:					
Application:			Signature: (Authorized Signator	y)/Stamp)	Date:	
Investor Account/Sub-Account	no. issued:					
Investor Account/Sub-Account/Tra	ading Account opened by:					
Saved by:		Posted I	oy:			
Signature:	Date:	Signatu	re:	Date:		
Remarks: (if any)						

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



FOR OFFICE USE ONLY:		
Client Account No:	CDC Sub-Account No: 01826 -	
CONFIRMATION OF PHYSICAL PRESENCE & BIOMETRI	IC VERIFICATION OF APPLICANT(S).	
Name of BMA Representative:	Designation:	
CNIC / NICOP No:	Signature:	
Trader Name Trader Code	Client Code / Short Name A/C Referred b	<del></del> ру
	Head of Operations Head	d of RBG
Scanned by	Signature Date	-



### **BMA CAPITAL MANAGEMENT LIMITED (HEAD OFFICE)**

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Branch offices - https://www.bmacapital.com/about-us-bma-at-a-glance/contact/

info@bmacapital.com	f BMACapitalManagement	t BMACapitalMgmt	in BMA Capital Management Ltd
■ BMACapital  bma	_capital_management_ltd 🗾 Bl	MACapitalMgmt 🙎 Ca	all Center: +92-21-111-262-872