

CUSTOMER AGREEMENT FORM

CLIENT'S NAME :

TRADING A/C NO :

CDC SUB A/C NO :

INVESTOR A/C NO :



**BHAYANI SECURITIES
(PRIVATE) LIMITED**

TREC HOLDER KARACHI STOCK EXCHANGE LTD.



Bhayani Securities (Private) Limited

TREC HOLDER KARACHI STOCK EXCHANGE LTD.
BROKER REGISTRATION NO.

ACCOUNT OPENING FORM

NOTES:

1. Each and every Column Must be Filled in.
2. Each Page of this form will be Duly Signed by the Account Holder (s) and the Broker.
3. Form to be Filled in Block Letters.

DATE	Day	Month	Year

TRADING A/C. NO.	CDC SUB ACCOUNT NO.

NATURE OF ACCOUNT :

Single <input type="checkbox"/>	Joint <input type="checkbox"/>	Company <input type="checkbox"/>	Firm <input type="checkbox"/>
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ACCOUNT HOLDER DETAIL

ACCOUNT TITLE/ NAME :		Tel # Residence	
FATHER'S / HUSBAND'S NAME :		Office	
MAILING ADDRESS : (For notices/correspondences/entitlements)		Mobile	
		Fax	
OTHER ADDRESSES: RES./OFFICE :		E-mail	
PERMANENT :			
DATE OF BIRTH :		NATIONALITY :	
RESIDENTIAL STATUS : <input type="checkbox"/> RESIDENT <input type="checkbox"/> NON-RESIDENT		GENDER : <input type="checkbox"/> MALE <input type="checkbox"/> FEMALE	
OCCUPATION :			
PASSPORT NO :		Date of Issue	
		Place of Issue	
NIC NO :		NTN (Optional)	
ZAKAT STATUS :		a) Muslim-Zakat Payable <input type="checkbox"/> b) Muslim-Zakat Not Payable CZ 50 to be Provide <input type="checkbox"/> c) Non-Muslim <input type="checkbox"/>	
SHARE HOLDER'S CATEGORY :			
a) Agriculturist <input type="checkbox"/> b) Retired Person <input type="checkbox"/> c) Professional <input type="checkbox"/> d) Business <input type="checkbox"/> e) Student <input type="checkbox"/> f) Service <input type="checkbox"/>			
g) Housewife <input type="checkbox"/> h) Business Executive <input type="checkbox"/> i) Household <input type="checkbox"/> j) Industrialist <input type="checkbox"/> k) Others <input type="checkbox"/>			
DIVIDEND MANDATE :		Yes <input type="checkbox"/> No <input type="checkbox"/>	
If dividend mandate is Yes, provide the following informations :			
(a) Title of Bank Account		(c) Bank's Name & City	
(b) Bank Account No.		(d) Branch	

JOINT ACCOUNT HOLDER (1)

ACCOUNT TITLE / NAME :		Tel # Residence	
FATHER'S / HUSBAND'S NAME :		Office	
ADDRESSES :		Mobile	
		Fax	
RESIDENTIAL STATUS : <input type="checkbox"/> RESIDENT <input type="checkbox"/> NON-RESIDENT		E-mail	
NIC NO :		NATIONALITY :	

Signature of Account Holder (s) _____ Signature of Broker _____





SPECIAL TERMS AND CONDITIONS

The terms and conditions set herein below shall be equally binding on the Broker and the Account Holder(s).

1. All transactions between the parties shall be subject to the Articles, Rules and Regulations of the Exchange, revised policies, Board Directions and new regulations to be framed in pursuance of Section 34 of the Securities & Exchange Ordinance, 1969. Moreover, all applicable provisions of the Securities & Exchange Ordinance, 1969 read with the Securities & Exchange Commission of Pakistan Act, 1997, Brokers and Agents Registration Rules, 2001, Securities and Exchange Rules 1971 and all directions/directives passed from time to time to regulate the trades between the parties and to regulate Brokers conduct and the Central Depository Companies of Pakistan Act, 1997, Rules framed there under and the National Clearing and Settlement System Regulations and any other law for the time being in force. The Broker shall ensure provisions of copies of all the above Laws, Rules and Regulations at his office for access to the Account Holder(s) during working hours.
- 1(a). In case any dispute in connection with the trade or transaction between the Broker and the Account Holder is not settled amicably, either party may refer the same to arbitration in accordance with the provisions of General Regulations of the Exchange, which shall be binding on both the parties. The Account Holder hereby agrees that he would have no objection if his name and other relevant particulars are placed on Exchange's database accessible by members of the Exchange if he fails or refuses to abide by or carryout any arbitration award passed against him in his dispute with the Broker.
2. The amount deposited as security margin by the Account Holder(s) with the Broker shall only be used for the purposes of dealing in securities, such as trading and/or settlement of deliveries of securities on behalf of the Account Holder(s). The Broker shall not use such amounts for his own use.
- 2(a). The credit amount of the Account Holder(s) shall be kept by the broker in a separate bank account titled "Account Holder / Client Account" and shall not be used by the broker for his own business.
3. The Broker shall be authorized to act on the verbal instructions of the Account Holder(s). The Broker shall provide a written confirmation of the executed transactions as required under rule 4(4) of the Securities & Exchange Rules, 1971, and all such transactions recorded by the Broker in his books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/them, subject to clause 5 below.

Or

The Account Holder(s) shall give written instructions for the sale/purchase of securities to the Broker. The Account Holder(s) shall not give any verbal/oral instructions. The Broker shall provide a written confirmation of the executed transactions as required under rule 4(4) of the Securities & Exchange Rules, 1971, and all such transactions recorded by the Broker in his books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/them, subject to clause 5 below.
4. The Broker shall provide the confirmation of the executed transactions to the _____ (Name of Account Holder) at the above stated address by means of acceptable mode of communication or by hand subject to acknowledgment receipt as noted in clause 16.
5. In case there are any error(s) in the daily confirmation statement, the Account Holder(s) shall report the same to the Broker within one-business day of the receipt of confirmation. In case the Account Holder(s) do not respond within one business day of the receipt of the said daily confirmation statement, the confirmation statement shall be deemed conclusively accepted by the Account Holder(s).
6. In the event that the Account Holder(s) fail(s) to deposit additional cash or securities as margin within one business day of the margin call (in writing), the Broker shall have absolute discretion to and, without further notice to Account Holder(s), liquidate the Account Holder(s) outstanding positions, including the securities purchased and carried in such account, so that the margin is maintained at the required level.

Signature of Account Holder (s) _____ Signature of Broker _____



Bhayani Securities (Private) Limited

TREC HOLDER KARACHI STOCK EXCHANGE LTD.

- 7 (a) The Broker shall be responsible to ensure delivery of CDC eligible securities in the CDC account of the Account Holder(s) subject to full payment by the Account Holder(s). In case of companies which are not on the CDS, the Broker shall ensure delivery of physical shares along with verified transfer deeds against payments, to the Account Holder(s). Further, the Broker shall be responsible for the payment of any credit cash balance available in the account of the Account Holder preferably in form of A/c Payee cross cheque only within 1 business day of the request of the Account Holder(s) (subject to the maintenance of the margin requirements).
- (b) In the event of non-receipt of payment from the Account Holder on settlement day against securities bought on account of the Account Holder, the Broker may transfer such securities to his Collateral Account under intimation to the Exchange, after complying with the requirements as mentioned in the General Regulations of the Exchange.
8. The Broker shall accept from the Account Holder(s) payments through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other crossed banking instruments in case of amounts in excess of Rs. 25,000/-. Electronic transfer of funds to the Broker through banks would be regarded as good as cheque. The Broker shall be responsible to provide the receipt to the Account Holder(s) in the name of the Account Holder(s) duly signed by authorized agents/employee of the Broker and the Account Holder(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Account Holder(s), specifically mentioning if payment is for margin or the purchase of securities. The 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 Broker to accept cash in excess of Rs. 25,000/-, the Broker shall immediately report within one business day such instances with rationale thereof to the Exchange in accordance with the mechanism prescribed by the Exchange.
9. The members shall make all the payments of Rs. 25,000/- and above, through crossed cheques / bank drafts / pay orders or any other crossed banking instruments 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 of five years.
10. The Account Holder(s) shall have a right to obtain a copy of his/her or their ledger statement under official seal and signature of the Broker or his authorized representative on a periodic basis. In case of any discrepancy in the ledger statement, the Account Holder(s) shall inform the Broker within 1 day of receipt of the ledger statement to remove such discrepancy.
11. The Account Holder(s) shall operate the account and execute transactions himself/herself/themselves unless the Account Holder(s) authorize Mr./Ms./ _____ I. D. No. _____ to transact in the account. All transactions executed by the authorized person shall be binding upon the Account Holder(s).
12. **For Joint Account Holder(s) only:**
We, the Account Holders shall operate the account jointly or severally and the instructions issued either jointly or severally shall be binding on us as well as upon the broker in respect of the joint titled account.
Or
Our titled account shall be operated only by _____ who shall be deemed as the authorized person for operating the joint account or issuing any instructions relating thereto.
13. The Broker shall be responsible to append a list of his authorized agents/traders and designated employees, who can deal with the Account Holder(s), with this account opening form and a copy of both the opening form and the list will be provided to the Account Holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect.
14. The Broker shall debit the account of the Account Holder(s) for the commission charges or any other charges in connection with the brokerage services rendered, which shall be clearly detailed in the ledger statement/daily confirmations
15. The Broker shall not disclose the information of the transactions of the Account Holders to any third party and shall maintain the confidentiality of this information. However, in case the Exchange or the Commission, as the case may be, requires any such information, the Broker shall be obliged to disclose the same for which the Account Holder(s) shall not raise any objection whatsoever.

Signature of Account Holder (s) _____ Signature of Broker _____



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16. In case a Broker converts his individual membership rights to corporate membership and vice versa the agreement and conditions laid down herein above shall remain effective unless otherwise agreed by the parties.
17. Acceptable mode of communication between the Account Holder(s) and the Broker shall be through letter (courier/registered post/fax/E-mail) or by hand subject to receipt/acknowledgment. The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the e-mail. Confirmation of orders to clients made through fax or e-mail will have a time record.
18. 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 sorted on UIN basis and made user friendly.
19. In case of change of address or contact numbers of either party, the concerned party shall immediately notify the other party of the changes in writing.
20. I/We, the Account Holder(s) acknowledge receipt of this account opening form (signed here by me/us in duplicate) along with the copies of all the annexures and I/we, the Account Holder(s) also undertake that I/we have understood all the above terms and conditions of this agreement which are acceptable to me/us.
21. I/We, the Account Holder(s) understand that the shares trading business carries risk and subject to the due diligence on part of the broker I/we may incur losses for which I/we, the Account Holder(s) shall not hold the Broker responsible.
22. I/We, the Account Holder(s) further confirm that all information given in this application is true and complete and hereby authorize the Broker to verify any information mentioned above.

Signature of Broker

Signature of Account Holder

Signature of Joint Account Holder

WITNESSES: 1. _____ (I. D. Card No. _____)

2. _____ (I. D. Card No. _____)

Opened by: _____ Checked by: _____

Date: _____

Signature of Account Holder (s) _____ Signature of Broker _____



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Enclosures (for individuals):

1. Attested copies of National Identity Card of the applicant.
2. Attested copies of National Identity Card of the Joint Holders and or Nominee(s) (if applicable)
3. Attested copies of passports of the applicant, Joint Holders and or Nominee(s) (in case of non-residents)
4. Copy of the letter of authorization from the Account Holder(s) of the person authorized to trade in my/our accounts (if other than the account holder).
5. A list of Transaction fee, Commission to be charged by the Broker and other CDC charges to be levied.

Enclosures (for corporate entities):

1. Certified true copy of Board Resolution (specimen provided as per Annexure 'A').
2. Certified true copies of Memorandum & Articles of Association.
3. List of authorized signatories.
4. List of nominated persons allowed to place orders.

Annexure -'A'

Board Resolution

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

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

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

Signatures of the Directors

1. _____

2. _____

3. _____

4. _____

5. _____

Date of Resolution: _____

Signature of Account Holder (s) _____ Signature of Broker _____



Bhayani Securities (Private) Limited

TREC HOLDER KARACHI STOCK EXCHANGE LTD.

AUTHORIZATION TO MANAGE THE ACCOUNT

I/we _____, the Account Holder (s) do hereby ordain, constitute and appoint the following individual(s) whose name/s, N.I.C. No/s and specimen signature/s is/are given hereunder, as my true and lawfully constituted Authorized Person(s) to deal with and represent me to Bhayani Securities (Private) Limited in relation to the management of the Account.

NAME :	NIC NO:	SPECIMEN SIGNATURE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

Without prejudice to the generally of the foregoing, the said Authorised person(s) shall have the power to do all or any of the acts, things, and deeds:

(i) To execute my/our orders of purchases and sales of shares and securities and enter my/our order(s) in KATS and any other trading terminals along with my Trade code,

(ii) To undertake Continuous Funding System (CFS) through BSL on my/our behalf of my/our outstanding purchase and sale orders/contractson the terms and conditions contained in this Account Opening Form,

(iii) To obtain on my behalf any or all statements of daily transactions, purchase bills, sale bills, difference bills, any other bills, statement of exposure and margin, statement of my/ our account ledgers periodically or at my/our written or oral instructions, CDC statements at my/our verbal or written instructions,

(iv) To deposit cash or cheque in my/our account with BSL on my behalf and obtain receipt there of on my/our behalf,

(v) To obtain cash onlyon my/our written instructions and obtain crossed cheque issued in my/our name and also sign the necessary documents on my behalf for all such receipts on my behalf.

(vi) To deliver my/our CDC cheques against my/our sales and also deliver physical shares against my/our sales on my/our behalf,

(vii) To deliver my/our written instructions for transferring of may our shares from my/our CDC account with you to may/our CDC Investor Account or to my/our CDC Account with any other Member(s) of the Stock Exchanges.

(viii) To receive on my/our behalf any notice or correspondences form Bhayani Securities (Private) Limited.

(IX)

(X)

Signature of Account Holder(s)

Karachi-Dated. _____



Bhayani Securities (Pvt) Ltd.

Trec Holder Karachi Stock Exchange Ltd.

Registered Office : 512 - 514, 5/F Stock Exchange Building, Off. I. I. Chundrigar Road, Karachi-Pakistan.
Tel : +92 21 3242 9774-5 Fax: +92 21 3242 1755

For official use of the Participant only

Application Form No:	
CDS Participant ID:	07054
Sub-Account No:	
Trading Account No: (if applicable)	

SUB-ACCOUNT OPENING FORM FOR INDIVIDUALS

(Sub-Accounts are opened and maintained by Participants in accordance with the CDC Regulations made pursuant to Section 4 of the Central Depositories Act, 1997)

Nature of Account	Single	Joint	
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(Please use BLOCK LETTERS to fill the form)

I/We hereby apply for opening of my/our Sub-Account under the Account Family of Bhayani Securities (Pvt) Limited (hereinafter referred to as "Participant") maintained in the Central Depository System ("CDS") of the Central Depository Company of Pakistan Limited ("CDC"). My/our particulars are given as under:

A. REGISTRATION (AND OTHER) DETAILS OF MAIN APPLICANT

1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.

2. Father's / Husband's Name:

3. Contact Details of Main Applicant:

(a) Permanent Address:

(Address should be different from Participant's business address)

(b) Mailing Address:

(c) Contact No:

(d) Fax: (optional)

(e) Email: (optional)

4. Computerized National Identity Card No:
(For resident Pakistani)

5. Expiry date of CNIC:

6. NICOP No:

(For non-resident Pakistani)

7. Expiry date of NICOP:

8. Passport details:

(For a foreigner or a Pakistani origin)

Passport Number:

Place of Issue:

Date of Issue:

Date of Expiry:

9. Details of Contact Person: [Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicant or their Attorney. Where Contact Person is the Main Applicant or any of the Joint Applicant, please only provide the name below. In case of Attorney, please provide details in (a) to (h) below]

(a) Name: MR./MRS./MS.

(b) Relationship/ association of the Attorney with the Main Applicant:

(c) Address:

(d) Computerized National Identity Card No:

(e) Expiry date of CNIC:

(f) Contact No:

(g) Fax: (optional)

(h) Email: (optional)

10. Share holder's Category:

INDIVIDUAL

11.(a) Occupation:

[Please tick (✓) the appropriate box]

AGRICULTURIST

BUSINESS

HOUSEWIFE

HOUSEHOLD

RETIRED PERSON

STUDENT

BUSINESS EXEC.

INDUSTRIALIST

PROFESSIONAL

SERVICE

OTHERS (specify)

b) Name of Employer / Business:

(c) Job Title / Designation

d) Address of Employer / Business:

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant

B. REGISTRATION (AND OTHER) DETAILS OF THE JOINT APPLICANT(S)														
PERSONAL INFORMATION - JOINT APPLICANT NO. 1														
1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.														
2. Father's / Husband's Name:														
3. Permanent Address: (Address should be different from Participant's address)														
4. (a) Contact No:					(b) Fax: (optional)					(e) Email: (optional)				
5. Computerized National Identity Card No: (For resident Pakistani)										-				
6. Expiry date of CNIC:														
7. NICOP No: (For non-resident Pakistani)										-				
8. Expiry date of NICOP:														
9. Passport details: (For a Foreigner or a Pakistani origin)					Passport Number:					Place of Issue:				
					Date of Issue:					Date of Expiry:				
10. (a) Occupation: [Please tick (✓) the appropriate box]					AGRICULTURIST		BUSINESS		HOUSEWIFE		HOUSEHOLD			
					RETIRED PERSON		STUDENT		BUSINESS EXEC.		INDUSTRIALIST			
					PROFESSIONAL		SERVICE		OTHERS (specify)					
(b) Name of Employer / Business:										(c) Job Title / Designation:				
(d) Address of Employer / Business:														
PERSONAL INFORMATION - JOINT APPLICANT NO. 2														
1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.														
2. Father's / Husband's Name:														
3. Permanent Address: (Address should be different from Participant's address)														
4. (a) Contact No:					(b) Fax: (optional)					(e) Email: (optional)				
5. Computerized National Identity Card No: (For resident Pakistani)										-				
6. Expiry date of CNIC:														
7. NICOP No: (For non-resident Pakistani)										-				
8. Expiry date of NICOP:														
9. Passport details: (For a Foreigner or a Pakistani origin)					Passport Number:					Place of Issue:				
					Date of Issue:					Date of Expiry:				
10. (a) Occupation: [Please tick (✓) the appropriate box]					AGRICULTURIST		BUSINESS		HOUSEWIFE		HOUSEHOLD			
					RETIRED PERSON		STUDENT		BUSINESS EXEC.		INDUSTRIALIST			
					PROFESSIONAL		SERVICE		OTHERS (specify)					
(b) Name of Employer / Business:										(c) Job Title / Designation:				
(d) Address of Employer / Business:														
PERSONAL INFORMATION - JOINT APPLICANT NO. 3														
1. Full name of Applicant (As per CNIC / NICOP / Passport) MR. / MRS. / MS.														
2. Father's / Husband's Name:														
3. Permanent Address: (Address should be different from Participant's address)														
4. (a) Contact No:					(b) Fax: (optional)					(e) Email: (optional)				
5. Computerized National Identity Card No: (For resident Pakistani)										-				
6. Expiry date of CNIC:														
7. NICOP No: (For non-resident Pakistani)										-				
8. Expiry date of NICOP:														
9. Passport details: (For a Foreigner or a Pakistani origin)					Passport Number:					Place of Issue:				
					Date of Issue:					Date of Expiry:				
10. (a) Occupation: [Please tick (✓) the appropriate box]					AGRICULTURIST		BUSINESS		HOUSEWIFE		HOUSEHOLD			
					RETIRED PERSON		STUDENT		BUSINESS EXEC.		INDUSTRIALIST			
					PROFESSIONAL		SERVICE		OTHERS (specify)					
(b) Name of Employer / Business:										(c) Job Title / Designation:				
(d) Address of Employer / Business:														

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant

C. OTHER INFORMATION**1. Dividend Mandate** [Please tick (✓) the appropriate box] ☐ Yes ☐ No If yes, please provide following details:

(a) Account Title: (b) Account No:

(c) Name of Bank: (d) Branch:

(e) Address:

2. National Tax No: (Optional)**3. Nationality:****4. Residential Status** [Please tick (✓) the appropriate box]

	Resident	Non-Resident	Repatriable	Non-Repatriable
Pakistani	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Pakistani Origin	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foreign National	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. If you are maintaining any Special Convertible Rupee Account ("SCRA"), please provide details in (a) to (c):

(a) SCRA Account No:

(b) Bank Name:

(c) Branch Details:

6. Zakat Status:

(If, according to the Fiqh of the Applicant(s), Zakat deduction is not applicable, then relevant Declaration on prescribed format shall be submitted with the concerned Issuer and the Participant)

Please tick (✓) the appropriate box

- ☐ Muslim Zakat payable
- ☐ Muslim Zakat non-payable
- ☐ Non-Muslim
- ☐ Not Applicable

7. Particulars of nominee (Optional but if desired, nomination should only be made in case of sole individual and not joint account)

[In case of death of Sub-Account Holder: Nomination may be made in terms of requirements of Section 80 of the Companies Ordinance, 1984, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter, including a step or adopted child.]

(a) Name of Nominee:

(b) Father's/Husband's Name:

(c) Relationship with Main Applicant: [Please tick (✓) appropriate box]

- ☐ Spouse ☐ Father ☐ Mother
- ☐ Brother ☐ Sister ☐ Son*
- ☐ Daughter* * Including step or adopted child

(d) Address:

(e) CNIC No:

(in case of a resident Pakistani)

(f) Expiry date of CNIC:

(g) NICOP No:

(in case of a non-resident Pakistani)

(h) Expiry date of NICOP:

(i) Passport details:

(In case of a foreigner or a Pakistani origin)

Passport Number:

Place of Issue:

Date of Issue:

Date of Expiry:

(j) Contact No:

(k) Fax: (optional)

(l) E-mail: (optional)

D. CDC SMS / IVR / WEB SERVICES ("CDC access")CDC provides **FREE OF COST** services under CDC access whereby sub-account holders can have real time access to their account related information.**1. SMS is part of such service, where alerts are sent whenever certain activities take place in a sub-account including securities movement, pledge etc.**

(a) For SMS Service, please provide local mobile number of your Contact Person:

(b) If you do not wish to subscribe to SMS Service, please sign here:

2. Do you wish to subscribe to free of cost IVR Service? [Please tick (✓) the appropriate box] ☐ Yes ☐ No**3. Do you wish to subscribe to free of cost Web Service?** [Please tick (✓) the appropriate box] ☐ Yes ☐ No**4. If you are subscribing to IVR and/or Web Service, please provide following details of your Contact Person:**

(a) Date of Birth (DD / MM / YYYY)

(b) Mother's Maiden Name:

(c) Email Address:

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant

E. SUB-ACCOUNT OPERATING INSTRUCTIONS**1. Signatory(ies) to give instruction to the Participant pertaining to the operations of the Sub-Account.**

(Please specify sub- account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)

Names of Signatory(ies)**Specimen Signatures**

(a)

(b)

(c)

(d)

2. Sub-Account Operating Instructions:

[Please () appropriate box]

☐

Either (Singly) or Survivor

☐

Attorney

☐

Jointly [any] _____

☐

Any other

Please specify:

F. BANK VERIFICATION

The following information is required to be verified by the Bank Manager only where the Main Applicant is maintaining bank account:

Particulars of Main Applicant:

Bank Account Title:

CNIC No:

Bank Account No:

Address of Applicant:

Signature of Applicant:

We do hereby verify the above particulars and signature of our above account holder:

Particulars of Bank Manager / Authorized Officer:

Name:

Contact No(s):

E-mail:

Signature & Rubber Stamp:

G. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES INCLUDING PLEDGE AND RECOVERY OF CHARGES AND LOSSES

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

- a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;
- b. For pledge securities transactions with any Stock Exchange or a Clearing Company relating to any of my/our underlying market transactions (trades) to be settled through the Clearing Company from time to time;
- c. For the recovery of payment against any underlying market purchase transactions made by me/us from time to time;
- d. Movement by me/us from time to time of my/our Book-entry Securities from my/our Sub-Account under the Main Account under the control of the Participant to my/our Sub-Account under another Main Account under the control of the Participant or to my/our Sub-Account under any Main Account which is under the control of another Participant or to my/our Investor Account;
- e. Securities transactions which has been made by way of a gift of Securities by me/us to my/our Family Members or other persons in accordance with the CDC Regulations from time to time;
- f. Securities transactions pertaining to any lending or borrowing of Securities made by me/us from time to time in accordance with the CDC Regulations;
- g. For the recovery of any charges or losses against any or all of the above transactions carried out by me/ us or services availed; and/or
- h. Delivery Transaction made by me/us for any other purposes as prescribed by the Commission from time to time.

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

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

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant

IMPORTANT

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

TERMS AND CONDITIONS

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

1. Provisions of the Central Depositories Act, 1997 ("the Act") and the Central Depository Company of Pakistan Limited Regulations ("the Regulations") as amended from time to time and the CDC's Operating Manual/Operating Instructions developed and issued pursuant thereto from time to time and any other by-laws, directives of the Securities and Exchange Commission of Pakistan issued from time to time, shall govern the opening, maintenance and operations of the Sub-Account.
2. Each page of this form should be duly signed by the Applicant (and joint Applicants if any) and the Participant or any authorized person of the Participant.
3. The Participant shall ensure provision of copies of all the relevant laws, rules and regulations at his office for access to the Sub-Account Holder(s) during working hours.
4. The Participant shall provide a list of his authorized agents/traders and designated employees, who can deal with the Sub-Account Holder(s) from time to time. Any change(s) therein shall forthwith be intimated in writing to the Sub-Account Holder(s).
5. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account appear in the Sub-Account to be established by the Participant in the Central Depository System who shall ensure the correctness and completeness of the same. Any change therein notified by the Sub-Account Holder from time to time in writing to the Participant shall reflect in the Sub-Account of such Sub-Account Holder.
6. The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
7. 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 (G) above pursuant to Section 12 and 24 of the Act. Such authorization shall constitute the congregated / entire authorizations by the Sub-Account Holder(s) in favour of the Participant and supersedes and cancels all prior authorizations (oral, written or electronic) including any different, conflicting or additional terms which appear on any agreement or form the Sub-Account Holder(s) has executed in favour of the Participant.
8. 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 Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
9. 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 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.
10. 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 Act, 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 7 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 and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses, provided that the Participant shall report the disposal of such Securities to the relevant Stock Exchange as an off-market transaction where the Securities are transferred from the Sub-Account to the House Account of the Participant.
11. Participant shall have the right, subject to 20 Business Days prior written notice to the Sub-Account Holder to close the Sub-Account if it becomes dormant with no holding balances. No Sub-Account shall be treated as dormant unless there is no activity for continuous six months.
12. 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 Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to his right of recovery of any dues or receivable from the Sub-Account Holder.
13. In case of a Joint Account, all obligations and liabilities in relation to this Sub-Account or under these Terms and Conditions shall be joint and several.
14. These Terms and Conditions shall be binding on the Participant's nominee legal representative, successors in interest and/or permitted assigns.
15. In the event of any conflict between these Terms and Conditions and the terms and conditions contained in Trading Account Opening Form or any other forms/authorizations prescribed by the Participant or otherwise, the Terms and Conditions contained herein shall prevail, insofar as it is related to the custodial services to be provided by the Participant under the legal framework of CDC.
16. The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Participant separately in writing.
17. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).
18. The Participant should ensure due protection to the Sub-Account Holder regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through him 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.
19. Subject to Section 21 of the Act, Participant shall maintain complete confidentiality of any information or document that is in his knowledge or possession or control relating to the affairs of the Sub-Account Holder(s), and in particular, relating to their Sub-Account(s), and shall not give, divulge, reveal or otherwise disclose such information or document to any other person.
20. These Terms and Conditions shall be deemed to have been amended, altered and/or modified if rights and duties of the parties hereto are altered by virtue of change in law, rules, regulations etc. of SECP and/or articles, rules, regulations of the Stock Exchanges and/or the Act, CDC Regulations, CDC's Operating Manual/Operating Procedures and/or any circular, directive or direction issued therein, such changes shall be deemed to have been incorporated and modified the rights and duties of the parties hereto.
21. The Participant shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

Signatures:

Main Applicant

Joint Applicant 1

Joint Applicant 2

Joint Applicant 3

Participant

DECLARATION & UNDERTAKING

I/We, the undersigned, hereby declare that:

- a) I/We am/are not minor(s);
- b) I/We am/are of sound mind;
- c) I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment and that I/We have not compounded with my/our creditors;
- d) I/We am/are not an undischarged insolvent;
- e) I/We confirm having read and understood the above Terms and Conditions and I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the above Terms and Conditions and any other terms and conditions which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account;
- f) I/We, being the Applicant(s), hereby further confirm that all the information contained in this form is true and correct to the best of my/our knowledge as on the date of making this application;
- g) I/We further agree that any false/misleading information by me/us or suspension of any material fact will render my/our Sub-Account liable for termination and further action under the law; and
- h) I/We hereby now apply for opening, maintaining, operation of Sub-Account forming part of the Account Family of CDS Participant Account of Participant.

DISCLAIMER FOR CDC ACCESS

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, offices 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.cdccaccess.com.pk which shall be deemed to have been read and agreed to by the Users before signing this form.

Name of Applicant:	Date: Place:	Signature:
Name of Joint Applicant No 1:	Date: Place:	Signature:
Name of Joint Applicant No 2:	Date: Place:	Signature:
Name of Joint Applicant No 3:	Date: Place:	Signature:
For and on behalf of <i>(In case if signed by the Attorney on behalf of the Applicant(s))</i>		
I/we hereby agree to admit the Applicant(s) as the Sub-Account Holder(s) in terms of the above Terms and Conditions as amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such Sub-Account.		
Name of Participant: Bhayani Securities (Pvt) Limited	Date:	
Participant's Seal & Signature:		
Witnesses:		
1. Name:		
Signature:	CNIC No:	
2. Name:		
Signature:	CNIC No:	

Enclosures:

1. Attested copy of CNIC / NICOP / Passport of the Applicants / Joint Applicants / nominee(s) (as the case may be)
2. Duly notarised Power of Attorney* (if applicable)
3. Zakat Declaration of the Applicant and the Joint Applicant (if applicable)
4. Attested copy of NTN Certificate (if applicable)

* Where the Applicant is a non-resident or foreign company/entity, duly consularized copy of Power of Attorney by the Consul General of Pakistan having jurisdiction over the Applicant(s) should be submitted.

H. FOR THE USE OF PARTICIPANT ONLY

Particulars of Sub-Account Opening Form verified by :

Stamp:

Application:

☐

Approved

☐

Rejected

Signature: (Authorized signatory)

Date:

Sub-Account no. issued:

Account opened by:

Saved by:

Posted by:

Signature:

Date:

Signature:

Date:

Remarks: (if any)

ACKNOWLEDGEMENT RECEIPT

Application No:

Date of receipt:

I/We hereby confirm and acknowledge the receipt of duly filled and signed Sub-Account Opening Form from the following Applicant:

[Insert Name of Applicant(s)]

Participant's Seal & Signature:

1.

2.

3.

4.



REGISTERED OFFICE:

Room # 512-514, Stock Exchange Building, Off. I.I. Chundrigar Road, Karachi - Pakistan.
Tel: 92-21-32429774-5 Fax: 92-21-32421755