

## **Additional Terms and Conditions for Online Trading Accounts**

**The Account Holder(s) and Bhayani Securities (Pvt) Ltd. ("the Broker") shall agree to the following Additional Terms and Conditions as part of the Special Terms and Conditions contained in the Equity Trading Account Opening Form**

### **ONLINE TRADING**

Online trading facility may be allowed to the Account Holder(s) only at the discretion of the Broker, if the Account Holder(s) meet with the criteria developed by the Broker.

The Broker shall be authorized to act on the instructions of the Account Holder(s) received through the Trading Terminal. The Broker shall provide confirmations of the executed transactions by e-mail and may send written confirmation of 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 Clauses of the Special Terms and Conditions contained in the Account Opening Form.

The Broker shall provide the confirmations of the executed transactions to the Account Holder(s) at the above stated address and / or by e-mail address or by courier service or by registered post or by hand against acknowledgement at the address received as given by the Account Holder(s) in the Account Opening Form. In case of change of any address or e-mail address, the Account Holder(s) shall communicate the same in writing to the Broker. Such change shall be binding on the Broker only after the same is acknowledged in writing by the Broker,

Online trading will be permitted through Trade Cast, a Division of the PSX (Pakistan Stock Exchange) which has facilitated Bhayani Securities (Pvt) Ltd, which will act as the Broker for the purpose of buying, selling and trading in securities, at the Karachi Stock Exchange (Online Exchange).

A Password or (Personal Identification Number) PIN will be issued to the Account Holder(s) by Bhayani Securities (Pvt) Ltd as the Account Holder(s) Personal Identification Number or Code to enable the Account Holder(s) to have an access to and use this Account for Online Trading. The Password/PIN may be communicated through e-mail or through any courier as and how the Account Holder(s) may request at his/her/their/its own risk. The Account Holder(s) shall not disclose the Password/PIN to any person and shall take every reasonable precaution to prevent discovery of the Password/PIN by any other person,

Bhayani Securities (Pvt) Ltd may electronically transfer delivery of confirmations, statements and other notices in connection with Electronic/Online Trading. It shall be the responsibility of the Account Holder(s) to review upon receipt or transmission of emails, confirmation statements, notices margin and maintenance calls.

The Account Holder(s) understand(s) that every transaction executed on an Exchange may be subject to taxes, duties levies and charges of the pertinent Exchange as may be applicable from time to time. The Broker is hereby authorized to collect such taxes, duties, levies or charges from Account Holder(s) in accordance with the relevant laws and the rules or regulations of such Exchange. The Account Holder(s) further agree to bear the cost of settlement, deferment, as charged under rules on any Exchange and reimburse the Broker with its the financial cost associated with the deferment by Account Holder(s) of settlement until final settlement.

Margin deposit, as communicated to Account Holder(s) by the Broker, in cash or in marketable securities shall be acceptable to the Broker (Acceptable Securities are subject to discount percentage for margin calculation purpose and change from time to time at the discretion of the Broker). The security/margin deposit shall be lien marked/pledged as the case may be, in favor of the Broker against the open position(s) of the Account Holder(s). It shall be binding on the Account Holder(s) to remove any shortfalls in the required margin deposit as and when they arise.

Without prejudice to any other rights of Broker under the Special Terms and Conditions contained in the Account Opening Form, if the Account Holder(s) (or its Authorized Person) has failed to deliver, pay for or accept delivery of securities purchased or sold by the Broker, the Broker may at the Account Holder(s) cost and expense and by prior notice to the Account Holder(s) (or its Authorized Person) in any manner sell or realize the purchased Securities, or cancel any open orders left by the Account Holder(s) with the Broker. The Broker may also withdraw securities held as margin from CDS account of the Account Holder(s) maintained with the Broker and sell or realize these at the Stock Exchange to recover any amount or outstanding balance due from the Account Holder(s). Any remainder of amount due from the Account Holder(s) after the sale of the securities shall be paid by the Account Holder(s), and the Account Holder(s) agrees to pay the remainder and reimburse the Broker associated financial cost until the settlement of the remainder amount.

Unless the Account Holder(s) give(s) specific Instructions to the Broker to the contrary, the Account Holder(s) acknowledge(s) that all orders are good for the day only and that they will lapse at the end of the official trading day of the Exchanges in-respect of which they are given whether in Pakistan or elsewhere.

The Account Holder(s) undertakes to promptly notify the Broker, in writing, of any change in the list of Authorized Person(s) or as to the particulars of the Authorized Person(s) as set out in the Account Opening Form. No change thereto shall be effective, and the Broker shall be entitled to rely on the information pertaining to the Authorized Person(s) and their particulars present in its records without incurring any liability for so doing, until such time as the Broker is so notified orally or in writing.

The Broker may disclose information regarding the Account Holder(s) dealings to any competent authority under the Laws of Pakistan and any government, government department or agency or Exchanges to whom the Broker is legally obliged, in its sole discretion exercised reasonably, to so disclose, upon request, whether or not such request is enforceable, and the Broker will not be liable in any way to the Account Holder(s) for so doing provided that the Broker informs the Account Holder(s) for so doing.

The Account Holder(s) hereby agree(s) to indemnify and keep(s) the Broker and its directors, officers and agents fully indemnified against any cost, claims, liabilities and whether delivered by mail, email or electronic terminals at its own discretion. If the Password / PIN is/are disclosed to any third party, the Account Holder(s) shall immediately notify the same to Bhayani Securities (Pvt) Ltd. The Account Holder(s) will immediately notify Bhayani Securities (Pvt) Ltd of any loss, theft or unauthorized use of his/her/their/its account number and Password/PIN and upon receipt of such notice or intimation, Bhayani Securities (Pvt) Ltd may at its discretion stop the Online Trading by the Account Holder(s) until the Account Holder(s) issue(s) fresh instructions for operation at their/his/ her/its risk. The Account Holder(s) shall immediately notify any change in his/her/its/their email or other address as mentioned in the Application Form.

All risks connected and involved with Electronic/Online Trading will be deemed to have been fully assumed by the Account Holder(s). Neither the Broker nor Bhayani Securities (Pvt) Ltd or any of its directors or officers will be responsible or liable in any manner whatsoever for any losses or damages that may be suffered by the Account Holder(s), including those due to the misuse of the Account Holder(s)' Password or PIN, hacking of lines, outages and slowdowns in the internet connection, breakdown of Broker's system and other third-party service breakdown, system error whether software-related or hardware-related and piracy of the Account Holder(s) information and affairs by unscrupulous persons.

Bhayani Securities (Pvt) Ltd Trade 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 Bhayani Securities discretion. Bhayani Securities (Pvt) Ltd shall have the right to liquidate the Account Holder(s)' trading position(s) on 24 hours' notice if the Account Margin is insufficient at any time.

Bhayani Securities (Pvt) Ltd Trade may at its discretion elect upon 24 hours' notice to square up 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.

In case of any other instructions including (i) change of postal address, (ii) email address and/or (iii) PIN Code, written request along with signature of Account Holder and Joint Account Holder (if any) are mandatory.

For Online Trading, acceptable mode of communication between the Account Holder(s) and the Broker shall be through e-mail only, which is the medium agreed between the Account Holder(s) and the Broker for Online Trading as the acceptable mode of communication between the Account Holder(s) Broker and the Account Holder(s). The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the mail. The Broker may, however, at its discretion, shall be further at a liberty to record, tape or in any other manner store telephonic conversation with the Account Holder(s). Any voice recording made by the Broker shall constitute evidence of the communication so recorded for such instructions.

## GENERAL TERMS

The term "securities" shall include all securities as defined under the Securities and Exchange Ordinance, 1969, including shares of listed public companies, Modaraba Certificates, Term Finance Certificates (TFCs), bearer and registered Bonds, including Federal Investment Bonds, Foreign Currency Bonds, etc., Certificates of Investments, Mutual Fund Certificates, Units issued by NIT and other Assets Management Companies, Certificates issued by Closed-end Funds, Treasury Bills and all other kinds of securities and instruments, both debt based as well as equity based, issued by companies, corporations, autonomous and expenses arising out of any breach by the Account Holder(s) of any of his/her/their/its obligations to the Broker.

The Broker shall not be liable for any errors or omissions or mistakes appearing in any listing of investments annexed to any Cost Bill/Proceeds Bill or for any consequences thereof, whether the Securities/investments are dealt with through a central depository system or otherwise.

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 Account Holder(s) or agents and the Securities shall be purchased or sold at the sole risk of the Account Holder(s) with no obligation on the part of the Broker.

In the event that the Account Holder(s) requests the Broker to apply for Securities in a new issue of Securities to be listed on the Exchange, the Account Holder(s) acknowledge that the same shall be subject to the terms and conditions announced by the issuer and the applicable laws, rules and regulations.

Either party may terminate the Account Holder(s)/Broker relationship at any time by giving fifteen days (15) written notice to the other party provided that such termination shall not affect the validity of any act performed or liability incurred by the Broker on behalf of the Account Holder(s) prior to such termination which acts or liabilities shall be binding on the Account Holder(s) in all respects in accordance with the terms of these terms and conditions.

These Terms and Conditions shall be binding upon the parties hereto and in case of individuals, the same shall be binding upon their respective legal heirs, legal representatives and executors, and in case of corporate entities, the same shall be binding on their successors-in-interest and permitted assigns. Neither party may at any time, assign or transfer its/his/her/ their rights and /or obligations whether in whole or in part, without obtaining prior specific approval in writing from the other parties.

All the Special Terms and Conditions of the Account Opening Form shall remain unchanged and in full force and effect and the Additional Terms and Conditions contained above, are supplemental to and not in derogation thereof.