



PAKISTAN STOCK BROKERS ASSOCIATION

(A company setup under section 42 of the Companies Act 2017)

Regd Office: Mezzanine Floor, Trading Hall, Stock Exchange Building, Stock Exchange Road,
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PSBA/Notice-196

February 12, 2025

INVITATION OF PUBLIC COMMENTS

ACCOUNT OPENING FORMS IN THE CONTEXT OF SHARIAH COMPLIANT SECURITIES BROKERS

This is in reference to the notification PSX/N-176 dated February 11, 2025 (attached), whereby the comments have been invited by the PSX:

In this regard, the members are hereby requested to kindly submit your comments, if any, at psamail024@gmail.com latest by **February 14, 2025**, so that a consolidated response is submitted to the authorities for their consideration.

Sd

Akber Ali
Officer - Secretariat

Copy to:

1. PSBA Website

INVITATION OF PUBLIC COMMENTS

ACCOUNT OPENING FORMS IN THE CONTEXT OF SHARIAH COMPLIANT SECURITIES BROKERS

This is to inform the public that the Pakistan Stock Exchange Limited (“PSX”), in exercise of the power conferred upon it u/s (7) of the Securities Act, 2015, is proposing to amend PSX Regulations in relation to Customer Relationship Forms (“CRF”) and Sahulat Account Opening Forms (“SAOF”) for Shariah Compliant Securities Brokers.

Background:

The Securities and Exchange Commission of Pakistan (“SECP”) had notified amendments vide S.R.O 570(I)/2024 in the Securities Brokers (Licensing and Operations) Regulations, 2016 relating to provision of Shariah Compliant Brokerage Services. Subsequently, PSX had notified amendments vide Notice No. PSX/N-642 dated July 9, 2024 in PSX Regulations in relation to the introduction of consequential regulatory provisions to offer Shariah-Compliant Brokerage Services.

Account Opening Forms for Shariah Compliant Securities Brokers:

In furtherance to the above, PSX is proposing insertion of a proviso in Clause 4.15.1.1 to empower PSX to separately notify the CRF and SAOF through its website for opening of accounts of customers by the Shariah Compliant Securities Brokers.

The CRF and SAOF for Shariah Compliant Securities Brokers shall have the following key differences compared to the existing account opening forms prescribed by PSX:

Sr. No.	Key Differences
1	Replacement of term “Securities Broker” with “Shariah Compliant Securities Broker”.
2	Replacement of term “profit bearing bank account” with “bank account in an Islamic bank or an Islamic branch of any conventional bank” under the ‘Terms and Conditions for Trading Account’ section.
3	Deletion of “derivative contracts” under the General Terms and Conditions section of CRF. (Note: Sahulat Account holders are only eligible to trade in the Ready Market of PSX.)
4	Insertion of a new clause in CRF that “The customer may avail Shariah compliant financing like Murahabah Share Financing (MSF) or any other Shariah compliant financing against Ready Market purchases” under the ‘Terms and Conditions for Trading Account’ section.
5	Insertion of a prohibitory clause in CRF that “Leverage based buying and interest based margin financing shall not be available” under the ‘Terms and Conditions for Trading Account’ section. (Note: Presently, Sahulat Account holders are not allowed to avail any financing, whether Shariah or conventional.)

Note: For ease of reference, the above changes have been highlighted in the account opening forms attached herewith.

It is pertinent to mention that the changes as mentioned above shall be implemented in the following account opening forms:

Sr. No.	Account Opening Forms
1	CRF for the customers of Trading and Self Clearing Securities Broker and Trading and Clearing Securities Broker.
2	CRF for the customers of Trading Only Securities Broker and Online Only Securities Broker.
3	SAOF for the customers of Trading and Self Clearing Securities Broker and Trading and Clearing Securities Broker.
4	SAOF for the customers of Trading Only Securities Broker and Online Only Securities Broker.

The proposed amendments to PSX Regulations are attached herewith as **Annexure A**, whereas, the CRF and SAOF for Shariah Compliant Securities Brokers are attached herewith as **Annexure B – E**.

Invitation of Public Comments:

In terms of Section 7(3) of the Securities Act, 2015, all interested parties are invited to provide written comments on the proposed amendments to PSX Regulations latest by **February 18, 2025** through such modes and in such manner as prescribed in the 'Guidelines for Submission of Comments', which are attached herewith as **Exhibit A**.



AJEET KUMAR

Chief Regulatory Officer

Cc:

1. The Executive Director/HOD (PRDD), SMD, SECP
2. The Additional Joint Director (PRDD), SMD, SECP
3. The Chief Executive Officer, PSX
4. The Chief Executive Officer, CDC
5. The Chief Executive Officer, NCCPL
6. The Chief Executive Officer, PMEX
7. The Chief Executive Officer, E-Clear
8. The Chief Executive Officer, IFMP
9. The Chief Executive Officer & Secretary General, PSBA

“ANNEXURE A”

PROPOSED AMENDMENTS CLAUSE 4.15 OF PSX REGULATIONS

EXISTING PSX REGULATIONS	PROPOSED AMENDMENTS
<p>4.15. OPENING AND MAINTENANCE OF ACCOUNTS OF CUSTOMERS:</p> <p>4.15.1.1. The Securities Brokers shall open an account of customers by adopting the CRF attached as Annexure-I to this chapter, as amended from time to time, and the Know Your Customer Application Form specified in the Centralized Know Your Customer Organization Regulations, 2017 by NCCPL for all their Customers, unless otherwise specified in this clause.</p> <p>Provided that the Securities Brokers may open sahalat accounts for individuals identified as low risk customers as per applicable laws and regulations and adopt Sahulat Form for such customers as notified by the Exchange together with relevant terms and conditions from time to time with the prior approval of the Commission.</p> <p style="text-align: center;"><u>New Insertion</u></p>	<p>4.15. OPENING AND MAINTENANCE OF ACCOUNTS OF CUSTOMERS:</p> <p style="text-align: center;">No Change</p> <p style="text-align: center;">No Change</p> <p><u>Provided further that the Shariah-compliant Securities Broker shall adopt the CRF and Sahulat Forms separately notified by the Exchange on its website, together with the relevant terms and conditions, with the prior approval of the Commission.</u></p>



“ANNEXURE B”

**CRF FOR CUSTOMERS OF SHARIAH COMPLIANT SECURITIES BROKERS
[“TRADING AND SELF CLEARING SECURITIES BROKER” AND “TRADING
AND CLEARING SECURITIES BROKER”]**

CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS

Place Logo
Here!

**Name of Entity (Participant/ TRE
Certificate
Holder)**

[Registered Address]

**CUSTOMER RELATIONSHIP FORM FOR
INDIVIDUALS**

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

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

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 following account [please tick (✓) only one relevant box] with [insert name of the Participant/TRE Certificate Holder]:

- Trading & Sub-Account** [Opening of Account with Shariah Compliant Securities Broker for trading, custody and settlement]
- Investor Account with CDC**
- Sub-Account with Participant**
- Trading Account** [Opening of Account with a Shariah Compliant Securities Broker for trading purpose only]

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

- Subscribe to Direct Settlement Services (DSS) with CDC**
- Subscribe to National Custodial Services (NCS) with NCCPL**
- Others (please specify e.g. CCM/ NBCM) _____**

A. REGISTRATION (AND OTHER) DETAILS OF MAIN APPLICANT (The information should be same as provided in the KYC Application Form)															
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.												UKN No.			
2. CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/>															
ARC <input type="checkbox"/> POC <input type="checkbox"/> Passport No. <input type="checkbox"/>															
<i>[Please tick (✓) appropriate box]</i>															
3. Details of Contact Person: [Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicants or their Attorney. However, Attorney shall not be a Participant/TRE Certificate Holder or its Director or Representative. Where Contact Person is the Main Applicant or any of the Joint Applicants, please tick (✓) the appropriate box (a) below and use the contact details of such Contact Person as provided in the KYC Application Form for CDS. Where Contact Person is an Attorney, please provide details in (a) to (i) below]															
(a) Contact Person: Main Applicant <input type="checkbox"/> Joint Applicant No. 1 <input type="checkbox"/> Joint Applicant No. 2 <input type="checkbox"/> Joint Applicant No. 3 <input type="checkbox"/> Attorney <input type="checkbox"/>															
(b) Attorney Name: MR. / MRS. / MS.															
(c) Mailing Address:															
(d) CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/>															
ARC <input type="checkbox"/> POC No. <input type="checkbox"/>															
<i>[Please tick (✓) appropriate box]</i>															
(e) Expiry date of CNIC/SNIC/NICOP/ARC/POC:				D	D	/	M	M	/	Y	Y	Y	Y	Life Time: <input type="checkbox"/>	
(f) Passport details: (For a foreigner)				Passport Number:				Place of Issue:							
				Date of Issue:				Date of Expiry:							
(g) Contact No:				(h) Email: (*)											
<ul style="list-style-type: none"> • Land Line No.: (optional) • Local Mobile No.: (*) 															

*Where the Contact Person is resident, local mobile number shall be provided for the purpose of subscription to SMS as a mandatory requirement. Where the Contact Person is a non-resident, email address shall be provided for eAlert/ eStatement from CDC as a mandatory requirement. In case the Contact Person is an Attorney, the Attorney shall receive such services. This information will also be used where any other service is subscribed under the CDC access.

4. Permanent Address: [The address should be of the Main Applicant]	<i>Please use the details as provide in the KYC Application Form and enter the same in the CDS</i>
B. REGISTRATION (AND OTHER) DETAILS OF THE JOINT APPLICANT(S) (The information should be same as provided in the KYC Application Form. Complete 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.	UKN No.
2. CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC <input type="checkbox"/> Passport No: <input type="checkbox"/> <i>[Please tick (✓) appropriate box]</i>	
JOINT APPLICANT NO. 2	
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.	UKN No.
2. CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC <input type="checkbox"/> Passport No: <input type="checkbox"/> <i>[Please tick (✓) appropriate box]</i>	
JOINT APPLICANT NO. 3	
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.	UKN No.
2. CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC <input type="checkbox"/> Passport No: <input type="checkbox"/> <i>[Please tick (✓) appropriate box]</i>	
C. OTHER ACCOUNT LEVEL INFORMATION	
1. Bank Details: The bank account information of the Main Applicant as provided in the KYC Application Form shall be used.	
2. Residential Status: The Resident Status of the Main Applicant as provided in the KYC Application Form shall be used.	
3. Basis of Remittance <i>[Please tick (✓) the appropriate boxes]</i>	
Non-resident Pakistani	<input type="checkbox"/> <i>Repatriable</i>
Foreigner/ Pakistani Origin	<input type="checkbox"/> <i>Non-Repatriable</i>
4. Zakat Status: <i>[If, according to the Fiqh of the Applicant(s), Zakat is not deductible, then relevant Declaration on prescribed format shall be submitted by all the Applicant(s) with the concerned Participant/TREC Holder/Investor Accountholder]. Non-Muslims shall submit an affidavit.</i>	Please tick () the appropriate box <input type="checkbox"/> Muslim Zakat deductible <input type="checkbox"/> Muslim Zakat non-deductible <input type="checkbox"/> Not Applicable
5. Particulars of nominee (Optional but if desired, nomination should only be made in case of sole individual and not joint account) <i>[Nomination may be made in terms of requirements of Section 79 of the Companies Act, 2017, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the Investor Accountholder/Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter.]</i>	(a) Name of Nominee: <input type="checkbox"/> Spouse <input type="checkbox"/> Father <input type="checkbox"/> Mother (b) Relationship with Main Applicant: <i>[Please tick (✓) appropriate box]</i> <input type="checkbox"/> Brother <input type="checkbox"/> Sister <input type="checkbox"/> Son <input type="checkbox"/> Daughter (c) CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC No: <input type="checkbox"/> <i>[Please tick (✓) appropriate box]</i> (d) Expiry date of CNIC /SNIC/ NICOP / ARC / POC: (e) Passport details: <i>(In case of a foreigner or a Pakistani origin)</i> Passport Number: Place of Issue: Date of Issue: Date of Expiry:
D. CDC access: CDC provides FREE OF COST services under CDC access whereby Sub-account holders/Investor Accountholders can have real time access to their account related information.	
1. Do you wish to subscribe to free of cost IVR/Web Service? <i>[Please tick () the appropriate box]</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. If you are subscribing to IVR and Web Service, please provide following details of your Contact Person:	
(a) Date of Birth	D D / M M / Y Y Y Y
(b) Mother's Maiden Name:	
E. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)	
I/we the undersigned, hereby give 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 the Clearing House relating to any of my/our underlying market transactions (trades) to be settled through the Clearing House from time to time;	
c. For the recovery of payment against any underlying market purchase transactions made by 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. 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
- g. 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 standing 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.

F. OPERATING INSTRUCTIONS

1. Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to the operations of the Investor Account / Sub-Account / Trading Account. <i>(Please specify Investor account, sub-account and trading account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)</i>	Names of Signatory(ies)		Specimen Signatures
	(a)		
(b)			
(c)			
(d)			
2. Investor Account/Sub-Account Operating Instructions in writing: [Please (✓) appropriate box]	<input type="checkbox"/>	Singly (Either or Survivor)	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	
3. Trading Account Operating Instructions: [Please (✓) appropriate box]	<input type="checkbox"/>	Singly	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	

G. SIGNATURES

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:

I/we hereby agree to admit the Applicant(s) as the Investor Accountholder(s)/Sub-Account Holder(s) in terms of the enclosed Terms and Conditions as amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such Investor Account/Sub-Account.

Name of Participant/TREC Holder:		Date:
Participant's/TREC Holder's Seal & Signature:		
Witnesses:		
1. Name:		
Signature:	CNIC No:	
2. Name:		
Signature:	CNIC No:	

Enclosures*:

- Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Applicants / Joint Applicants / nominee(s) and Attorney (as the case may be).
- Copy of Power of Attorney (if applicable), duly attested by notary public (suggested format as annexure).
- Copy of Zakat Declaration of the Applicant and the Joint Applicant (if applicable). In case of Non-Muslim, an affidavit shall be submitted.
- Terms and Conditions of relevant service provider, as applicable.
- Specimen Signature Card (for Investor Accountholder(s) only).
- Juvenile Card / Form-B/ Child Registration Certificate (CRC) of the minor (if applicable).

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

H. FOR THE USE OF PARTICIPANT/TREC HOLDER ONLY

Particulars of Customer Relationship Form verified by :			
Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected	Signature: (Authorized signatory)/Stamp
Date:			
Investor Account/Sub-Account no. issued:			
Investor Account/Sub-Account /Trading Account opened by:		Posted by:	
Signature:	Date:	Signature:	Date:
Remarks: (if any)			

ACKNOWLEDGEMENT RECEIPT

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

TERMS AND CONDITIONS

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

DECLARATION & UNDERTAKING

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

- a) I/We am/are not minor(s);
- b) I/We am/are of sound mind;
- c) I/We have not applied to be adjudicated as an insolvent and that I/We have not suspended payment to any financial institution and that I/We have not compounded with my/our creditors;
- d) I/We am/are not an undischarged insolvent;
- e) I/We confirm and acknowledge that I/We have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** 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;
- i) 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, being the Applicant(s), hereby authorize that all the information furnished by me/ us in the form shall be shared with Centralized Gateway Portal pursuant to requirements prescribed by the Securities & Exchange Commission of Pakistan;
- k) 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 **Shariah Compliant** Securities Broker/Participant and placement of trading order shall mean that I/we have affirmed/consented with the Terms and Conditions; and
- l) I/We hereby now apply for opening, maintaining and operating Sub-Account/Trading Account, as the case may be, with the **Shariah Compliant** Securities Broker/Participant.

I, the undersigned as **Shariah Compliant** Securities Broker/Participant, hereby declare/undertake/confirm that:

- m) 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
- n) 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.cdaccess.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

Annexure-A
TERMS AND CONDITIONS
Please read and understand the Terms and Conditions before signing and executing this form.

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

GENERAL TERMS AND CONDITIONS

1. 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, Policies, Guidelines, Circulars, Directives, and Notifications issued and as amended) thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.
3. The **Shariah Compliant** 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 **Shariah Compliant** Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
4. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
5. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
6. The **Shariah Compliant** Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
7. Subject to applicable laws, the **Shariah Compliant** 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 **Shariah Compliant** Securities Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
8. The **Shariah Compliant** Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
9. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/ **Shariah Compliant** Securities Broker. Upon receipt of instruction from the Customer, the Participant/ **Shariah Compliant** Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/ **Shariah Compliant** 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/ **Shariah Compliant** Securities Broker's address or contact numbers or any other related information, the **Shariah Compliant** Securities Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
10. Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the **Shariah Compliant** Securities Broker/Participant to the Sub-Account Holder(s)/Customer(s).
11. The **Shariah Compliant** Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his /her/ its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from his/her Sub-Account.
12. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "**Shariah Compliant** Securities Broker/TRE Certificate Holder" respectively.
13. The **Shariah Compliant** Securities Broker/Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through it and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.
14. The Participant/ **Shariah Compliant** Securities Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

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

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

1. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same.
2. The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
3. Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to the Participant in Part (E) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. Such authorization shall 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.
4. Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in his/her Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
5. Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing the number of every Book-entry Security entered in his/her Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
6. In consideration for the facilities and services provided to the Sub-Account Holder by the Participant, the Sub-Account Holder shall pay fees and charges to the Participant as applicable for availing such facilities and services under the Central Depositories Act, 1997, the Regulations and these Terms & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Participant shall have the right, subject to Clause 3 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose-off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated Deal Market sell transaction and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.

7. Where admission of Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change his/her Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to its right of recovery of any dues or receivable from the Sub-Account Holder.
8. The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Participant separately in writing.
9. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

TERMS AND CONDITIONS FOR TRADING ACCOUNT

1. In case any dispute in connection with the Transaction between the **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** Securities Broker shall only be used by the **Shariah Compliant** Securities Broker for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
3. The **Shariah Compliant** Securities Broker may deposit unutilized funds of the Customers in a separate **profit-bearing** bank account **in an Islamic bank or in an Islamic branch of any conventional bank** 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 **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** Securities Brokers.
5. The **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** Securities Brokers to establish the authenticity of such order placement or execution thereof.
6. **The customer may avail Shariah compliant financing like Murahaba Share Financing (MSF) or any other Shariah compliant financing against Ready Market purchases. Leverage based buying and interest based margin financing shall not be available.**
7. In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), the **Shariah Compliant** 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.
8. The **Shariah Compliant** 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.
9. The Customer is aware that in the event of his/her non- payment on settlement day against securities bought on his/her account, the **Shariah Compliant** Securities Broker may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
10. The **Shariah Compliant** 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 **Shariah Compliant** Securities Broker through banks would be regarded as good as cheque. The **Shariah Compliant** 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 **Shariah Compliant** Securities Broker shall immediately deposit in its bank account, **in an Islamic bank or in an Islamic branch of any conventional bank**, 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 **Shariah Compliant** Securities Broker to accept cash in excess of Rs.25,000/-, the **Shariah Compliant** 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.
11. The **Shariah Compliant** 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.
12. The **Shariah Compliant** 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 **Shariah Compliant** Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the **Shariah Compliant** Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
13. 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 **Shariah Compliant** Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than thirty (30) days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
14. The **Shariah Compliant** Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

**CRF FOR CUSTOMERS OF SHARIAH COMPLIANT SECURITIES BROKERS
[“TRADING AND SELF CLEARING SECURITIES BROKER” AND “TRADING
AND CLEARING SECURITIES BROKER”]**

**CUSTOMER RELATIONSHIP FORM FOR COMPANY AND OTHER BODY
CORPORATE**

Place Logo
Here!

**Name of Entity (Participant/ TRE
Certificate Holder)**

[Registered Address]

**CUSTOMER RELATIONSHIP FORM
FOR COMPANY AND OTHER BODY
CORPORATE**

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

(Please Also Fill KYC APPLICATION FORM)

(Please use BLOCK LETTERS to fill the form)

I/We hereby apply for opening of my/our following account [**please tick (✓) only one relevant box**] with [insert name of the Participant/TRE Certificate Holder]:

- Trading & Sub-Account** [Opening of Account with Shariah Compliant Securities Broker for trading, custody and settlement]
- Investor Account with CDC**
- Sub-Account with Participant**
- Trading Account** [Opening of Account with a Shariah Compliant Securities Broker for trading purpose only]

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

- Subscribe to Direct Settlement Services (DSS) with CDC**
- Subscribe to National Custodial Services (NCS) with NCCPL**
- Others (please specify e.g. CCM/ NBCM) _____**

A. REGISTRATION (AND OTHER) DETAILS OF APPLICANT (The information should be same as provided in the KYC Application Form)				
1. Full name of Applicant (As per constitutive documents)				UKN No.
2. Registration Number / Unique Identification Number (“UIN”):				
Email address of the Company/Body Corporate (Applicant) shall be provided in the KYC Application Form for eAlert/ eStatement from CDC as a mandatory requirement. This information will also be used where any other service is subscribed under the CDC access. Details of Contact Person as provided in the KYC Application Form shall be used for CDS.				
B. OTHER ACCOUNT LEVEL INFORMATION				
1. Bank Details: The bank account information as provided in the KYC Application Form shall be used.				
2. Residential Status / Basis of Remittance <i>[Please tick (✓) the appropriate box]</i>	<i>Resident</i>	<i>Non-Resident</i>	<i>Repatriable</i>	<i>Non-Repatriable</i>
Pakistani	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foreign Company / Body Corporate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. CDC ACCESS				
CDC provides FREE OF COST services under CDC access whereby Sub-account holders/Investor Account holders can have real time access to their account related information.				
1. Do you wish to subscribe to free of cost IVR/Web Service?		<input type="checkbox"/>	Yes	<input type="checkbox"/>
2. [Please tick (□) the appropriate box]			No	
2. If you are subscribing to IVR and Web Service, please provide following details of your Contact Person:				
(a) Date of Birth	D	D	/	M M / Y Y Y Y
(b) Mother's Maiden Name:				
D. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)				
I/we the undersigned, hereby give our express authority to the Participant under Section 12 and Section 24 of the Central Depositories Act, 1997 to handle Book-entry Securities beneficially owned by me/us and entered in our Sub-Account maintained with the Participant for securities transactions that are exclusively meant for the following purposes:				
a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;				

- b. For pledge securities transactions with the Clearing House relating to any of our underlying market transactions (trades) to be settled through the Clearing House from time to time;
- c. For the recovery of payment against any underlying market purchase transactions made by us from time to time;
- d. Movement by us from time to time of our Book-entry Securities from our Sub-Account under the Main Account under the control of the Participant to our Sub-Account under another Main Account under the control of the Participant or to our Sub-Account under any Main Account which is under the control of another Participant or to our Investor Account;
- e. For the recovery of any charges or losses against any or all of the above transactions carried out by us or services availed; and/or
- f. Delivery Transaction made by us for any other purposes as prescribed by the Commission from time to time.
- Specific authority on each occasion shall be given by us to the Participant for handling of Book-entry Securities beneficially owned by us for all other purposes as permitted under the applicable laws and regulations.

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

E. OPERATING INSTRUCTIONS

1. Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to the operations of the Investor Account / Sub-Account / Trading Account. <i>(Please specify Investor account, sub-account and trading account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)</i>	Names of Signatory(ies)		Specimen Signatures
	(a)		
	(b)		
	(c)		
	(d)		
2. Investor Account/Sub-Account Operating Instructions in writing: [Please (✓) appropriate box]	<input type="checkbox"/>	Singly	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	
3. Trading Account Operating Instructions: [Please (✓) appropriate box]	<input type="checkbox"/>	Singly	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	

F. AUTHORIZED SIGNATORIES OF THE APPLICANT

Date & Place:

We hereby agree to admit the Applicant as the Investor Accountholder/Sub-Account Holder in terms of the enclosed Terms and Conditions as amended from time to time and shall abide by the same in respect of opening, maintenance and operation of such Investor Account/Sub-Account.

Name of Participant/TREC Holder: _____ **Date:** _____

Participant's/TREC Holder's Seal & Signature: _____

Witnesses:

1. Name: _____

Signature: _____ CNIC No: _____ - _____

2. Name: _____

Signature: _____ CNIC No: _____ - _____

Enclosures*:

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

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

G. FOR THE USE OF PARTICIPANT/TREC HOLDER ONLY

Particulars of Customer Relationship Form verified by :

Application: Approved Rejected Signature: (Authorized signatory)/Stamp Date:

Investor Account/Sub-Account no. issued:

Investor Account/Sub-Account /Trading 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 Customer Relationship Form from the following Applicant:

[Insert Name of Applicant(s)] **Participant's / TREC Holder Seal & Signature:**

1. _____

2.	
3.	
4.	

TERMS AND CONDITIONS

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

DECLARATION & UNDERTAKING

We, the undersigned Applicants, hereby declare that:

- a) We are not in receivership, court-appointed managership or under winding-up or under any analogous form of administration;
- b) We are not applied to be adjudicated as an insolvent and that we have not suspended payment and that we have not compounded with our creditors;
- c) We are not an undischarged insolvent;
- d) None of our chief executive, directors or other officers have, at any time within 5 years before making this application, been convicted of an offence involving moral turpitude or a non-cognisable offence against any law in connection with our business, professional or commercial activities;
- e) We confirm and acknowledge that we have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of **Shariah Compliant** Securities Broker/Participant, as an annexure to this Form at the time of signing of this Form and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and we hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the attached Terms and Conditions and any other Terms and Conditions provided to us and placed on the website of the **Shariah Compliant** Securities Broker/Participant, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the attached Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account /Trading Account, as the case may be;
- f) We hereby confirm that the Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and operations of Trading Account, Sub-Account which shall be binding on the Sub-Account Holder as well as the **Shariah Compliant** Securities Broker/Participant and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- g) We, being the Applicant, hereby further confirm that all the information contained in this form is true and correct to the best of our knowledge as on the date of making this application;
- h) We further agree that any false/misleading information by us or suspension of any material fact will render our Sub-Account/ Trading Account, as the case may be, liable for termination and further action under the law;
- i) We specifically declare and undertake that all the documents filed/submitted by us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives (or, where applicable, officers of the foreign company concerned) and are in accordance with the applicable law;
- j) We agree that we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by **Shariah Compliant** Securities Broker/Participant and placement of trading order shall mean that we have affirmed/consented with the Terms and Conditions; and
- k) We hereby now apply for opening, maintaining and operating Sub-Account/Trading Account, as the case may be, with the **Shariah Compliant** Securities Broker/Participant.

We, the undersigned as **Shariah Compliant** Securities Broker/Participant, hereby declare/ undertake/confirm that:

- l) We 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) We 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:

Authorized signatories of the Applicant

Participant/TREC Holder

**Annexure-A
BOARD RESOLUTION**

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

FURTHER RESOLVED that Mr. /Ms. _____ and Mr. /Ms. _____ be and are hereby authorized and empowered, either singly/jointly for and on behalf of _____ (name of entity) to sign and execute and deliver this Customer Relationship Form and Terms and 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 **Shariah Compliant** Securities Broker on all matters pertaining to the maintenance and operation of the Account, to deal, liaise and correspond with broker and give instructions to fulfill all the responsibilities and obligations to **Shariah Compliant** Securities 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: _____

Annexure-B

TERMS AND CONDITIONS

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

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

GENERAL TERMS AND CONDITIONS

- All Trades, Transactions, including non-Exchange Transactions, ~~Derivative Contracts~~ and deals (jointly referred to as "Transactions") between the Parties and Clearing and Settlement thereof and opening, maintenance and operations of Sub-Account in the CDS shall be subject to the Securities Act, 2015, Central Depositories Act, 1997, Pakistan Stock Exchange Limited (PSX) Regulations, Central Depository Company of Pakistan Limited (CDC) Regulations, CKO Regulations, 2017, National Clearing Company of Pakistan Limited (NCCPL) Regulations and the Securities Brokers (Licensing and Operations) Regulation, 2016 including Procedures, Manuals, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
- The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.
- The **Shariah Compliant** 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 **Shariah Compliant** 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.
- 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.
- The **Shariah Compliant** Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
- Subject to applicable laws, the **Shariah Compliant** 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 **Shariah Compliant** Securities Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
- The **Shariah Compliant** Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
- In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/ **Shariah Compliant** Securities Broker. Upon receipt of instruction from the Customer, the Participant/ **Shariah Compliant** Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/ **Shariah Compliant** 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/ **Shariah Compliant** Securities Broker's address or contact numbers or any other related information, the **Shariah Compliant** 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 **Shariah Compliant** Securities Broker/Participant to the Sub-Account Holder(s)/Customer(s).
- The **Shariah Compliant** Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his/ her/its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from its Sub-Account.
- Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "**Shariah Compliant** Securities Broker/TRE Certificate Holder" respectively.
- The **Shariah Compliant** 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/ **Shariah Compliant** Securities Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

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

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

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

TERMS AND CONDITIONS FOR TRADING ACCOUNT

1. In case any dispute in connection with the Transaction between the [Shariah Compliant](#) 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 [Shariah Compliant](#) Securities Brokers if the Customer fails or refuses to abide by or carryout any arbitration award passed against him and the Customer shall have no objection to the same.
2. The assets deposited as margin by a Customer with the [Shariah Compliant](#) Securities Broker shall only be used by the [Shariah Compliant](#) Securities Broker for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
3. The [Shariah Compliant](#) Securities Broker may deposit unutilized funds of the Customers in a separate **profit-bearing** bank account in an Islamic bank or in an Islamic branch of any conventional bank under intimation to such Customers and shall distribute such profit to the Customers out of total profit accrued on such funds as mutually agreed in writing between the [Shariah Compliant Securities](#) Broker and Customer.
4. The [Shariah Compliant](#) 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 [Shariah Compliant](#) 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 [Shariah Compliant](#) Securities Brokers.
5. The [Shariah Compliant](#) 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 [Shariah Compliant](#) 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 [Shariah Compliant](#) Securities Brokers to establish the authenticity of such order placement or execution thereof.

6. **The customer may avail Shariah compliant financing like Murahaba Share Financing (MSF) or any other Shariah compliant financing against Ready Market purchases. Leverage based buying and interest based margin financing shall not be available.**
7. In case the Customer fails to deposit additional margins within one trading day of the margin call (in writing), the [Shariah Compliant](#) 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.
8. The [Shariah Compliant](#) 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.
9. The Customer is aware that in the event of its non- payment on settlement day against securities bought on its account the [Shariah Compliant](#) Securities Broker may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
10. The [Shariah Compliant](#) 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 [Shariah Compliant](#) Securities Broker through banks would be regarded as good as cheque. The [Shariah Compliant](#) 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 [Shariah Compliant](#) Securities Broker shall immediately deposit in its bank account, in an Islamic bank or in an Islamic branch of any conventional bank, 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 [Shariah Compliant](#)

- Securities Broker to accept cash in excess of Rs.25,000/-, the [Shariah Compliant](#) 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.
11. The [Shariah Compliant](#) 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.
 12. The [Shariah Compliant](#) 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 [Shariah Compliant](#) Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the [Shariah Compliant](#) Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
 13. 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 [Shariah Compliant](#) Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than thirty (30) days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
 14. The [Shariah Compliant](#) Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

“ANNEXURE C”

**CRF FOR CUSTOMERS OF SHARIAH COMPLIANT SECURITIES BROKERS
[“TRADING ONLY SECURITIES BROKER” AND “ONLINE ONLY SECURITIES
BROKER” WHICH SHALL MAINTAIN CUSTODY OF SECURITIES WITH PCM OR
TRADING AND CLEARING SECURITIES BROKER]**

CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS

Place Logo
Here!

Place Logo
Here!

Name of **Shariah
Compliant** Securities
Broker

Name of PCM or T&C Securities
Broker

[Registered Address]

[Registered Address]

For official use of the Participant (who is PCM/ T&C for all categories of Securities Brokers)	
Application Form No.	
TRE Certificate No.	
Securities Broker Registration No.	
CDS Participant ID	
Sub-Account No.	
Trading Account No. (Back-office ID) (if applicable)	

**CUSTOMER RELATIONSHIP FORM FOR
INDIVIDUALS**

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

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 Trading Account with the **Shariah Compliant** Securities Broker and Sub-Account with the Participant who is PCM/ T&C (providing settlement and custody services to all categories of Securities Brokers):

A. REGISTRATION (AND OTHER) DETAILS OF MAIN APPLICANT (The information should be same as provided in the KYC Application Form)														
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.												UKN No.		
2. CNIC	<input type="checkbox"/>	SNIC	<input type="checkbox"/>	NICOP	<input type="checkbox"/>									
ARC	<input type="checkbox"/>	POC	<input type="checkbox"/>	Passport No.	<input type="checkbox"/>									
[Please tick (✓) appropriate box]														
3. Details of Contact Person: [Note: Contact Person shall not be the person other than the Main Applicant, any one of the Joint Applicants or their Attorney. However, Attorney shall not be a Participant/TRE Certificate Holder or its Director or Representative. Where Contact Person is the Main Applicant or any of the Joint Applicants, please tick (✓) the appropriate box (a) below and use the contact details of such Contact Person as provided in the KYC Application Form for CDS. Where Contact Person is an Attorney, please provide details in (a) to (i) below]														
(a) Contact Person: Main Applicant <input type="checkbox"/> Joint Applicant No. 1 <input type="checkbox"/> Joint Applicant No. 2 <input type="checkbox"/> Joint Applicant No. 3 <input type="checkbox"/> Attorney <input type="checkbox"/>														
(b) Attorney Name: MR. / MRS. / MS.														
(c) Mailing Address:														
(d) CNIC	<input type="checkbox"/>	SNIC	<input type="checkbox"/>	NICOP	<input type="checkbox"/>									
ARC	<input type="checkbox"/>	POC No.	<input type="checkbox"/>											
[Please tick (✓) appropriate box]														
(e) Expiry date of CNIC//SNIC/NICOP/ARC/POC: D D / M M / Y Y Y Y Life Time: <input type="checkbox"/>														
(f) Passport details:				Passport Number:				Place of Issue:						
(For a foreigner)				Date of Issue:				Date of Expiry:						
(g) Contact No:				(h) Email:(*)										
• Land Line No.: (optional)														
• Local Mobile No.: (*)														
*Where the Contact Person is resident, local mobile number shall be provided for the purpose of subscription to SMS as a mandatory requirement. Where the Contact Person is a non-resident, email address shall be provided for eAlert/ eStatement from CDC as a mandatory requirement. In case the Contact Person is an Attorney, the Attorney shall receive such services. This information will also be used where any other service is subscribed under the CDC access.														
4. Permanent Address:				Please use the details as provide in the KYC Application Form and enter the same in the CDS										
[The address should be of the Main Applicant]														
B. REGISTRATION (AND OTHER) DETAILS OF THE JOINT APPLICANT(S) (The information should be same as provided in the KYC Application Form. Complete 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.												UKN No.		

2. CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC <input type="checkbox"/> Passport No: <input type="checkbox"/> <i>[Please tick (✓) appropriate box]</i>																		
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JOINT APPLICANT NO. 2																		
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.															UKN No.			
2. CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC <input type="checkbox"/> Passport No: <input type="checkbox"/> <i>[Please tick (✓) appropriate box]</i>																		

JOINT APPLICANT NO. 3																		
1. Full name of Applicant (As per CNIC/SNIC/NICOP/ARC/POC/Passport) MR. / MRS. / MS.															UKN No.			
2. CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC <input type="checkbox"/> Passport No: <input type="checkbox"/> <i>[Please tick (✓) appropriate box]</i>																		

C. OTHER ACCOUNT LEVEL INFORMATION																		
1. Bank Details: The bank account information of the Main Applicant as provided in the KYC Application Form shall be used.																		
2. Residential Status: The Resident Status of the Main Applicant as provided in the KYC Application Form shall be used.																		
3. Basis of Remittance <i>[Please tick (✓) the appropriate boxes]</i>																		
												<i>Repatriable</i>				<i>Non-Repatriable</i>		
Non-resident Pakistani												<input type="checkbox"/>				<input type="checkbox"/>		
Foreigner/ Pakistani Origin												<input type="checkbox"/>				<input type="checkbox"/>		

4. Zakat Status: <i>[If, according to the Fiqh of the Applicant(s), Zakat is not deductible, then relevant Declaration on prescribed format shall be submitted by all the Applicant(s) with the concerned Participant]. Non-Muslims shall submit an affidavit.</i>												<i>Please tick (□) the appropriate box</i>						
												<input type="checkbox"/> Muslim Zakat deductible						
												<input type="checkbox"/> Muslim Zakat non-deductible						
												<input type="checkbox"/> Not Applicable						

5. Particulars of nominee (Optional but if desired, nomination should only be made in case of sole individual and not joint account) <i>[Nomination may be made in terms of requirements of Section 79 of the Companies Act, 2017, 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.]</i>	(a) Name of Nominee:																				
													<input type="checkbox"/> Spouse			<input type="checkbox"/> Father			<input type="checkbox"/> Mother		
	(b) Relationship with Main Applicant: <i>[Please tick (✓) appropriate box]</i>																				
													<input type="checkbox"/> Brother			<input type="checkbox"/> Sister			<input type="checkbox"/> Son		
													<input type="checkbox"/> Daughter								
(c) CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC No: <input type="checkbox"/> <i>[Please tick (✓) appropriate box]</i>																					
(d) Expiry date of CNIC /SNIC/ NICOP / ARC / POC:																					
(e) Passport details: <i>(In case of a foreigner or a Pakistani origin)</i>												Passport Number:									
												Place of Issue:									
												Date of Issue:									
												Date of Expiry:									

D. 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. Do you wish to subscribe to free of cost IVR/Web Service? <i>[Please tick (□) the appropriate box]</i>												<input type="checkbox"/> Yes		<input type="checkbox"/> No				
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2. If you are subscribing to IVR and Web Service, please provide following details of your Contact Person:																						
(a) Date of Birth												D	D	/	M	M	/	Y	Y	Y	Y	Y
(b) Mother's Maiden Name:																						

E. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)																		
I/we the undersigned, hereby give 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 the Clearing House relating to any of my/our underlying market transactions (trades) to be settled through the Clearing House from time to time; c. For the recovery of payment against any underlying market purchase transactions made by 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 have 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. 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 g. 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 standing 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.

F. OPERATING INSTRUCTIONS

1. Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to the operations of the Sub-Account / Trading Account. <i>(Please specify Sub-Account and Trading Account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)</i>	Names of Signatory(ies)		Specimen Signatures
	(a)		
	(b)		
	(c)		
	(d)		
2. Operating Instructions in Writing: [Please (✓) appropriate box] <i>(If client intends to specify different instruction for operation of Trading Account and Sub-Account, please specify the Operating Instructions for Sub-Account in column 3 below)</i>	<input type="checkbox"/>	Singly (Either or Survivor)	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	
3. Sub-Account Operating Instructions: [Please (✓) appropriate box] <i>(Applicable only in case client intends to specify different operating instruction for Trading and Sub-Account)</i>	<input type="checkbox"/>	Singly	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	

G. SIGNATURES

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:

I/we hereby agree to admit the Applicant(s) as the Sub-Account Holder(s) in terms of the enclosed 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/TREC Holder: _____ **Date:** _____

Participant's/TREC Holder's Seal & Signature:

Witnesses:

1. Name:												
Signature:	CNIC No:											
2. Name:												
Signature:	CNIC No:											

Enclosures*:

- Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Applicants / Joint Applicants / nominee(s) and Attorney (as the case may be).
 - Copy of Power of Attorney (if applicable), duly attested by notary public (suggested format as annexure).
 - Copy of Zakat Declaration of the Applicant and the Joint Applicant (if applicable). In case of Non-Muslim, an affidavit shall be submitted.
 - Terms and Conditions of relevant service provider, as applicable.
 - Juvenile Card / Form-B/ Child Registration Certificate (CRC) of the minor (if applicable).
- *Note: Non-resident/ foreigners shall submit the documents duly attested by either notary public or Consul General of Pakistan having jurisdiction over the Applicant(s). However, in case of non-resident/ foreigner belonging to the country or state which has acceded to the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents (Apostille Convention), the non-resident/ foreigner may opt to submit the requisite documents with the Apostille issued by the Competent Authority under the Apostille Convention.

H. FOR THE USE OF SECURITIES BROKER ONLY WHERE SETTLEMENT AND CUSTODY SERVICES ARE PROVIDED BY PCM/ T&C

Particulars of Customer Relationship Form verified by :

Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected	Signature: (Authorized signatory)/Stamp	Date:
Trading Account no. issued:				
Trading Account opened by:				
Saved by:		Posted by:		
Signature:	Date:	Signature:	Date:	
Remarks: (if any)				

I. FOR THE USE OF PARTICIPANT ONLY WHERE SUB-ACCOUNT IS OPENED WITH PCM/T&C

Particulars of Customer Relationship Form verified by :

Application:	<input type="checkbox"/> Approved	<input type="checkbox"/> Rejected	Signature: (Authorized signatory)/Stamp	Date:
Sub-Account no. issued:				
Sub-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 Customer Relationship Form from the following Applicant:	

[Insert Name of Applicant(s)]	Participant's (who is PCM/ T&C for all categories of Securities Brokers) Seal & Signature:
ch1.	
2.	
3.	
4.	

TERMS AND CONDITIONS

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

DECLARATION & UNDERTAKING

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

- I/We am/are not minor(s);
- 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;
- I/We confirm and acknowledge that I/We have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of **Shariah Compliant** Securities Broker (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account), 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 **Shariah Compliant** Securities Broker for the purpose of Trading Account and Participant for the purpose of Sub-Account, 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;
- 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 **Shariah Compliant** Securities Broker (for the purpose of Trading Account) & Participant (for the purpose of Sub-Account) and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- I/We further agree that agreement executed between the **Shariah Compliant** Securities Broker and PCM/T&C (as the case may be) for providing the settlement and custody services will be the integral part of this contract and will be binding on me/us.
- 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 **Shariah Compliant** Securities Broker (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account) immediately in writing of any change therein;
- In case any of the above information is found to be false or misleading or suspension of any material fact, will render my/our Sub-Account/Trading Account or both accounts, as the case may be, liable for termination and I/We shall be subject to further action under the law;
- I/We, being the Applicant(s), hereby authorize that all the information furnished by me/us in the form shall be shared with Centralized Gateway Portal pursuant to requirements prescribed by the Securities & Exchange Commission of Pakistan;
- 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;
- 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 **Shariah Compliant** Securities Broker (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account) and placement of trading order shall mean that I/we have affirmed/consented with the Terms and Conditions; and
- I/We hereby now apply for opening, maintaining and operating Sub-Account and Trading Account, as the case may be, with the **Shariah Compliant** Securities Broker (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account).

I/We, the undersigned as **Shariah Compliant** Securities Broker and Participant, hereby declare/undertake/confirm that:

- We 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 we 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. We further confirm that Trading Account and Sub-Account of customer and Sub-Account Holder shall be activated/opened only upon affirmation of the Terms and Conditions by the customer and Sub-Account Holder; and
- We have no doubt or concern that the Terms and Conditions shared with Customer and 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

Shariah Compliant Securities Broker
(for Trading Account) Participant (for
Sub-Account)

Annexure-A

TERMS AND CONDITIONS

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

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

GENERAL TERMS AND CONDITIONS

1. 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, the Securities Brokers (Licensing and Operations) Regulations, 2016 and Professional Clearing Members Regulations, 2020 including Procedures, Manuals, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.
3. The **Shariah Compliant** Securities Broker and 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) and Customer(s) during working hours. The **Shariah Compliant** Securities Broker and 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/ Sub-Account Holder.
4. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
5. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
6. The **Shariah Compliant** Securities Broker and Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
7. Subject to applicable laws, the **Shariah Compliant** Securities Broker and 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 **Shariah Compliant** Securities Broker and Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
8. The **Shariah Compliant** Securities Broker and Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
9. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant and **Shariah Compliant** Securities Broker. Upon receipt of instruction from the Customer, the Participant and **Shariah Compliant** Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant and **Shariah Compliant** 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 and **Shariah Compliant** Securities Broker's address or contact numbers or any other related information, the **Shariah Compliant** Securities Broker and Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
10. Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the **Shariah Compliant** Securities Broker and Participant to the Sub-Account Holder(s) and Customer(s).
11. The **Shariah Compliant** Securities Broker and Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his /her/ its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from his/her Sub-Account.
12. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "**Shariah Compliant** Securities Broker/TRE Certificate Holder" respectively.
13. The **Shariah Compliant** Securities Broker and Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through it and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.
14. The Participant and **Shariah Compliant** Securities Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

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

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

1. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same.
2. The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
3. Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to the Participant in Part (E) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. Such authorization shall 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.
4. Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in his/her Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
5. Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing the number of every Book-entry Security entered in his/her Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
6. In consideration for the facilities and services provided to the Sub-Account Holder by the Participant, the Sub-Account Holder shall pay fees and charges to the Participant as applicable for availing such facilities and services under the Central Depositories Act, 1997, the Regulations and these Terms & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Participant shall have the right, subject to Clause 3 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose-off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated

- Deal Market sell transaction or in accordance with the Procedures and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.
7. Where admission of Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change his/her Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to its right of recovery of any dues or receivable from the Sub-Account Holder.
 8. The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Participant separately in writing.
 9. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

TERMS AND CONDITIONS FOR TRADING ACCOUNT

1. In case any dispute in connection with the Transaction between the **Shariah Compliant** 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 **Shariah Compliant** 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 Trading and Clearing Securities Broker or PCM, as the case may be, shall only be used by the Trading and Clearing Securities Broker or PCM for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
3. The **Shariah Compliant** Securities Broker may deposit unutilized funds of the Customers in a separate **profit-bearing** bank account **in an Islamic bank or an Islamic branch of any conventional bank** 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 **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** Securities Brokers.
5. The **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** Securities Brokers to establish the authenticity of such order placement or execution thereof.
6. **The customer may avail Shariah compliant financing like Murahaba Share Financing (MSF) or any other Shariah compliant financing against Ready Market purchases. Leverage based buying and interest based margin financing shall not be available.**
7. In case the Customer fails to deposit additional margins within one Trading Day of the margin call (in writing), the Trading and Clearing Securities Broker or PCM, as the case may be, 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.
8. The Trading and Clearing Securities Broker or PCM, as the case may be, 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.
9. The Customer is aware that in the event of his/her non- payment on settlement day against securities bought on his/her account, the Trading and Clearing Securities Broker or PCM, as the case may be, may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
10. The Trading and Clearing Securities Broker or PCM, as the case may be, shall accept from the Customer payments only in the name of PCM or Trading and Clearing Securities Broker, as the case may be, through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other banking channels drawn on Customer's own bank account. Electronic transfer of funds to the Trading and Clearing Securities Broker or PCM, as the case may be, through banks would be regarded as good as cheque. The Trading and Clearing Securities Broker or PCM, as the case may be, 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 Trading and Clearing Securities Broker or PCM, as the case may be, shall immediately deposit in its bank account, **in an Islamic bank or an Islamic branch of any conventional bank**, 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 Trading and Clearing Securities Broker or PCM, as the case may be, to accept cash in excess of Rs.25, 000/-, the Trading and Clearing Securities Broker or PCM, as the case may be, shall immediately report within one Trading Day such instances with rationale thereof to the PSX in accordance with the mechanism prescribed by PSX.
11. The Trading and Clearing Securities Brokers or PCM, as the case may be, shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period prescribed under the Securities Brokers (Licensing and Operations) Regulations, 2016 or under any other applicable law.
12. The **Shariah Compliant** 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 **Shariah Compliant** Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the **Shariah Compliant** Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
13. 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 **Shariah Compliant** Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than thirty (30) days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
14. The **Shariah Compliant** Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

**CRF FOR CUSTOMERS OF SHARIAH COMPLIANT SECURITIES BROKERS
[“TRADING ONLY SECURITIES BROKER” AND “ONLINE ONLY SECURITIES
BROKER” WHICH SHALL MAINTAIN CUSTODY OF SECURITIES WITH PCM OR
TRADING AND CLEARING SECURITIES BROKER]**

**CUSTOMER RELATIONSHIP FORM
FOR COMPANY AND OTHER BODY CORPORATE**

Place Logo
Here!

Place Logo
Here!

Name of Shariah
Compliant Securities
Broker

[Registered Address]

Name of PCM or T&C

[Registered Address]

For official use of the Participant (who is PCM/ T&C for all categories of Securities Brokers)	
Application Form No.	
TRE Certificate No.	
Securities Broker Registration No.	
CDS Participant ID	
Sub-Account No.	
Trading Account No. (Back-office ID) (if applicable)	

**CUSTOMER RELATIONSHIP FORM
FOR COMPANY AND OTHER BODY
CORPORATE**

(Please use BLOCK LETTERS to fill the form)

I/We hereby apply for opening of my/our Trading Account with the Shariah Compliant Securities Broker and Sub-Account with the Participant who is PCM/ T&C (providing settlement and custody services to all categories of Securities Brokers):

A. REGISTRATION (AND OTHER) DETAILS OF APPLICANT (The information should be same as provided in the KYC Application Form)				
1. Full name of Applicant (As per constitutive documents)				UKN No.
2. Registration Number / Unique Identification Number (“UIN”):				
Email address of the Company/Body Corporate (Applicant) shall be provided in the KYC Application Form for eAlert/ eStatement from CDC as a mandatory requirement. This information will also be used where any other service is subscribed under the CDC access. Details of Contact Person as provided in the KYC Application Form shall be used for CDS.				
B. OTHER ACCOUNT LEVEL INFORMATION				
1. Bank Details: The bank account information as provided in the KYC Application Form shall be used.				
2. Residential Status / Basis of Remittance <i>[Please tick (✓) the appropriate box]</i>	<i>Resident</i>	<i>Non-Resident</i>	<i>Repatriable</i>	<i>Non-Repatriable</i>
Pakistani	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Foreign Company / Body Corporate	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
C. 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. Do you wish to subscribe to free of cost IVR/Web Service? <i>[Please tick (☐) the appropriate box]</i>		<input type="checkbox"/>	Yes	<input type="checkbox"/>
			No	
2. If you are subscribing to IVR and Web Service, please provide following details of your Contact Person:				
(a) Date of Birth	D	D	/	M
			/	Y
			/	Y
			/	Y
(b) Mother's Maiden Name:				
D. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)				
I/we the undersigned, hereby give our express authority to the Participant under Section 12 and Section 24 of the Central Depositories Act, 1997 to handle Book-entry Securities beneficially owned by me/us and entered in our Sub-Account maintained with the Participant for securities transactions that are exclusively meant for the following purposes:				
a. For the settlement of any underlying market transactions (trades) including off market transactions made by me/us from time to time;				
b. For pledge securities transactions with the Clearing House relating to any of our underlying market transactions (trades) to be settled through the Clearing House from time to time;				
c. For the recovery of payment against any underlying market purchase transactions made by us from time to time;				
d. Movement by us from time to time of our Book-entry Securities from our Sub-Account under the Main Account under the control of the Participant to our Sub-Account under another Main Account under the control of the Participant or to our Sub-Account under any Main Account which is under the control of another Participant or to our Investor Account;				
e. For the recovery of any charges or losses against any or all of the above transactions carried out by us or services availed; and/or				
f. Delivery Transaction made by us for any other purposes as prescribed by the Commission from time to time.				
Specific authority on each occasion shall be given by us to the Participant for handling of Book-entry Securities beneficially owned by us for all other purposes as permitted under the applicable laws and regulations.				

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

E. OPERATING INSTRUCTIONS

1. Signatory(ies) to give instruction to the Participant/TREC Holder pertaining to the operations of the Sub-Account/ Trading Account. <i>(Please specify Sub- Account and Trading Account operating instructions in the relevant column along with names and specimen signatures of authorised signatories)</i>	Names of Signatory(ies)		Specimen Signatures
(a)			
(b)			
(c)			
(d)			
2. Operating Instructions in Writing: [Please (✓) appropriate box] [If client intends to specify different instruction for operation of Trading Account and Sub-Account, please specify the Operating Instructions for Sub-Account in column 3 below]	<input type="checkbox"/>	Singly	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	
3. Trading Account Operating Instructions: [Please (✓) appropriate box] [Applicable only in case client intends to specify different operating instruction for Trading and Sub-Account]	<input type="checkbox"/>	Singly	<input type="checkbox"/> Attorney
	<input type="checkbox"/>	Jointly [any] _____ <i>(Please mention the relevant numbers of the signatories)</i>	

F. AUTHORIZED SIGNATORIES OF THE APPLICANT

Date & Place:

We hereby agree to admit the Applicant as the Sub-Account Holder in terms of the enclosed 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/TREC Holder: _____ **Date:** _____

Participant's/TREC Holder's Seal & Signature:

Witnesses:

1. Name:

Signature: _____ CNIC No: _____ - _____

2. Name:

Signature: _____ CNIC No: _____ - _____

Enclosures*:

1. Certified copy of Board Resolution/Power of Attorney (specimen provided as per **Annexure-A** below).
 2. Copies of valid Computerized National Identity Cards/NICOP/Passports of the Authorized Signatories.
 3. Certified copies of Constitutive Documents of the Applicant (Memorandum & Articles of Association, Act/Charter/Statute/Bylaws/Rules & Regulations, Certificate of Incorporation, Certificate of commencement of business, Prospectus for Modaraba, relevant licences and registration issued by regulatory bodies etc.).
 4. Certified copy of NTN Certificate (If exempted, please provide supporting documents/Letter of Undertaking, where the applicant opts not to obtain NTN).
 5. Certified copy of list of Directors/Trustees (if applicable).
 6. Terms and Conditions of relevant service provider, as applicable.
- * **Note:** Non-resident/ foreigners shall submit the documents duly attested by either notary public or Consul General of Pakistan having jurisdiction over the Applicant(s). However, in case of non-resident/ foreigner belonging to the country or state which has acceded to the Convention of 5 October 1961 Abolishing the Requirement of Legalization for Foreign Public Documents (Apostille Convention), the non-resident/ foreigner may opt to submit the requisite documents with the Apostille issued by the Competent Authority under the Apostille Convention.

G. FOR THE USE OF SECURITIES BROKER ONLY WHERE SETTLEMENT AND CUSTODY SERVICES ARE PROVIDED BY PCM/ T&C

Particulars of Customer Relationship Form verified by :

Application: Approved Rejected Signature: (Authorized signatory)/Stamp Date: _____

Trading Account no. issued: _____

Trading Account opened by:

Saved by: _____ Posted by: _____

Signature: _____ Date: _____ Signature: _____ Date: _____

Remarks: *(if any)*

H. FOR THE USE OF PARTICIPANT ONLY WHERE SUB-ACCOUNT IS OPENED WITH PCM/T&C

Particulars of Customer Relationship Form verified by :

Application: Approved Rejected Signature: (Authorized signatory)/Stamp Date: _____

Sub-Account no. issued: _____

Sub-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 Customer Relationship Form from the following Applicant:

[Insert Name of Applicant(s)] **Participant's (who is PCM/ T&C for all categories of Securities Brokers) Seal & Signature:**

1.	
2.	
3.	
4.	

TERMS AND CONDITIONS

Please read and understand the terms and conditions, attached herewith as **Annexure B**, before signing and executing this form.

DECLARATION & UNDERTAKING

We, the undersigned Applicants, hereby declare that:

- a) We are not in receivership, court-appointed managership or under winding-up or under any analogous form of administration;
- b) We are not applied to be adjudicated as an insolvent and that we have not suspended payment and that we have not compounded with our creditors;
- c) We are not an undischarged insolvent;
- d) None of our chief executive, directors or other officers have, at any time within 5 years before making this application, been convicted of an offence involving moral turpitude or a non-cognisable offence against any law in connection with our business, professional or commercial activities;
- e) We confirm and acknowledge that we have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of **Shariah Compliant** Securities Broker, (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account), as an annexure to this Form at the time of signing of this Form and have carefully read, understood and accepted the attached Terms and Conditions which are deemed to be a part of this Form and we hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the attached Terms and Conditions and any other Terms and Conditions provided to us and placed on the website of the **Shariah Compliant** Securities Broker for the purpose of Trading Account and Participant for the purpose of Sub-Account, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the attached Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account /Trading Account, as the case may be;
- f) We hereby confirm that the Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and operations of Trading Account, Sub-Account which shall be binding on the Sub-Account Holder as well as the **Shariah Compliant** Securities Broker (for the purpose of Trading Account) & Participant (for the purpose of Sub-Account) and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- g) We further agree that agreement executed between the **Shariah Compliant** Securities Broker and PCMT/T&C (as the case may be) for providing the settlement and custody services will be the integral part of this contract and will be binding on us.
- h) We, being the Applicant, hereby further confirm that all the information contained in this form is true and correct to the best of our knowledge as on the date of making this application;
- i) We further agree that any false/misleading information by us or suspension of any material fact will render our Sub-Account/ Trading Account or both accounts, as the case may be, liable for termination and further action under the law;
- j) We specifically declare and undertake that all the documents filed/submitted by us for the purpose of this application are genuine and valid, bearing genuine signatures and stamps of duly authorized individuals/representatives (or, where applicable, officers of the foreign company concerned) and are in accordance with the applicable law;
- k) We agree that we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by **Shariah Compliant** Securities Broker (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account) and placement of trading order shall mean that we have affirmed/consented with the Terms and Conditions; and
- l) We hereby now apply for opening, maintaining and operating Sub-Account and Trading Account, as the case may be, with the **Shariah Compliant** Securities Broker (for the purpose of Trading Account) and Participant (for the purpose of Sub-Account).

We, the undersigned as **Shariah Compliant** Securities Broker/Participant, hereby declare/ undertake/confirm that:

- m) We 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 we 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. We further confirm that Trading Account and Sub-Account of customer and Sub-Account Holder shall be activated/opened only upon affirmation of the Terms and Conditions by the customer and Sub-Account Holder; and
- n) We 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:

Authorized signatories of the Applicant
Account)/ Participant (for Sub-Account)

Shariah Compliant Securities Broker (for Trading

Annexure-A

BOARD RESOLUTION

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

FURTHER RESOLVED that Mr. /Ms. _____ and Mr. /Ms. _____ be and are hereby authorized and empowered, either singly/jointly for and on behalf of _____ (name of entity) to sign and execute and deliver this Customer Relationship Form and Terms and 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 **Shariah Compliant** Securities Broker and Participant on all matters pertaining to the maintenance and operation of the Account, to deal, liaise and correspond with broker and give instructions to fulfill all the responsibilities and obligations to **Shariah Compliant** Securities 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: _____

Annexure-B

TERMS AND CONDITIONS

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

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

GENERAL TERMS AND CONDITIONS

1. 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, Securities Brokers (Licensing and Operations) Regulation, 2016 and Professional Clearing Members Regulations, 2020 including Procedures, Manuals, Policies, Guidelines, Circulars, Directives, and Notifications issued and as amended thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2020.
3. The **Shariah Compliant** Securities Broker and 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 **Shariah Compliant** Securities Broker and Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
4. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
5. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
6. The **Shariah Compliant** Securities Broker and Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
7. Subject to applicable laws, the **Shariah Compliant** Securities Broker and 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 **Shariah Compliant** Securities Broker and Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
8. The **Shariah Compliant** Securities Broker and Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
9. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant and **Shariah Compliant** Securities Broker. Upon receipt of instruction from the Customer, the Participant and **Shariah Compliant** Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant and **Shariah Compliant** 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 and **Shariah Compliant** Securities Broker's address or contact numbers or any other related information, the **Shariah Compliant** Securities Broker and Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
10. Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the **Shariah Compliant** Securities Broker and Participant to the Sub-Account Holder(s)/Customer(s).
11. The **Shariah Compliant** Securities Broker and Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his/ her/its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from its Sub-Account.
12. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "**Shariah Compliant** Securities Broker/TRE Certificate Holder" respectively.
13. The **Shariah Compliant** Securities Broker and Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through it and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.

14. The Participant and [Shariah Compliant](#) Securities Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

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

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

1. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same.
2. The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
3. Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to the Participant in Part (D) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. Such authorization shall 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.
4. Participant shall be liable to give due and timely effect to the instructions of the Sub-Account Holder given in terms of the above-referred authorization with respect to transfer, pledge and withdrawal of Book-entry Securities entered in its Sub-Account under the control of the Participant. Such instructions, among other matters, may include closing of Sub-Account.
5. Participant shall send within 10 days of end of each quarter Account Balance statement to the Sub-Account Holder without any fee or charge showing the number of every Book-entry Security entered in its Sub-Account as of the end of the preceding quarter. Such Account Balance statement shall be generated from the CDS. Further, the Sub-Account Holder may request for such statement (including Account Activity reports) from the Participant at any time on payment of a fee on cost basis as prescribed by the Participant. The Participant shall be liable to provide such report/statement to the Sub-Account Holder within 3 Business Days from the date of receipt of such request, with or without charges.
6. In consideration for the facilities and services provided to the Sub-Account Holder by the Participant, the Sub-Account Holder shall pay fees and charges to the Participant as applicable for availing such facilities and services under the Central Depositories Act, 1997, the Regulations and these Terms and 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 or in accordance with the Procedures and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.
7. Where admission of Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change its Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to its right of recovery of any dues or receivable from the Sub-Account Holder.
8. The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Participant separately in writing.
9. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

TERMS AND CONDITIONS FOR TRADING ACCOUNT

1. In case any dispute in connection with the Transaction between the [Shariah Compliant](#) 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 [Shariah Compliant](#) Securities Brokers if the Customer fails or refuses to abide by or carryout any arbitration award passed against him and the Customer shall have no objection to the same.
2. The assets deposited as margin by a Customer with the Trading and Clearing Securities Broker or PCM, as the case may be, shall only be used by the Trading and Clearing Securities Broker or PCM for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
3. The [Shariah Compliant](#) Securities Broker may deposit unutilized funds of the Customers in a separate [profit-bearing](#) bank account [in an Islamic bank or an Islamic branch of any conventional bank](#) and under intimation to such Customers and shall distribute such profit to the Customers out of total profit accrued on such funds as mutually agreed in writing between the [Shariah Compliant Securities](#) Broker and Customer.
4. The [Shariah Compliant](#) 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 [Shariah Compliant](#) 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 [Shariah Compliant](#) Securities Brokers.
5. The [Shariah Compliant](#) 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 [Shariah Compliant](#) 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 [Shariah Compliant](#) Securities Brokers to establish the authenticity of such order placement or execution thereof.
6. [The customer may avail Shariah compliant financing like Murahaba Share Financing \(MSF\) or any other Shariah compliant financing against Ready Market purchases. Leverage based buying and interest based margin financing shall not be available.](#)
7. In case the Customer fails to deposit additional margins within one Trading Day of the margin call (in writing), the Trading and Clearing Securities Broker or PCM, as the case may be, 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.
8. The Trading and Clearing Securities Broker or PCM, as the case may be, 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.

9. The Customer is aware that in the event of its non-payment on settlement day against securities bought on its account the Trading and Clearing Securities Broker or PCM, as the case may be, may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
10. The Trading and Clearing Securities Broker or PCM, as the case may be, shall accept from the Customer payments only in the name of PCM or Trading and Clearing Securities Broker, as the case may be, through "A/c Payee Only" crossed cheque, bank drafts, pay orders or other banking channels drawn on Customer's own bank account. Electronic transfer of funds to the Trading and Clearing Securities Broker or PCM, as the case may be, through banks would be regarded as good as cheque. The Trading and Clearing Securities Broker or PCM, as the case may be, 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 Trading and Clearing Securities Broker or PCM, as the case may be, shall immediately deposit in its bank account, in an Islamic bank or an Islamic branch of any conventional bank, 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 Trading and Clearing Securities Broker or PCM, as the case may be, to accept cash in excess of Rs. 25,000/-, the Trading and Clearing Securities Broker or PCM, as the case may be, shall immediately report within one Trading Day such instances with rationale thereof to the PSX in accordance with the mechanism prescribed by PSX.
11. The Trading and Clearing Securities Brokers or PCM, as the case may be, shall make all payments to the Customers through crossed cheques / bank drafts / pay orders or any other banking channels showing payment of amount from their business bank account. Copies of these payment instruments including cheques, pay orders, demand drafts and online instructions shall be kept in record for a minimum period prescribed under the Securities Brokers (Licensing and Operations) Regulations, 2016 or any other applicable law.
12. The Shariah Compliant 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 Shariah Compliant Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the Shariah Compliant Securities Broker shall provide to a Customer an Account Statement for a period specified by the Customer as and when requested by such Customer.
13. 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 Shariah Compliant Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than thirty (30) days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
14. The Shariah Compliant Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

“ANNEXURE D”

**SAHULAT ACCOUNT OPENING FORM FOR CUSTOMERS OF SHARIAH COMPLIANT SECURITIES BROKER
[“TRADING AND SELF CLEARING SECURITIES BROKER” AND “TRADING AND CLEARING SECURITIES BROKER”]**

(INDIVIDUAL RESIDENT PAKISTANI ONLY)

[Authorized Intermediary Name]

[Authorized Intermediary Address]

**SAHULAT KNOW YOUR CLIENT (KYC) APPLICATION FORM
AND SAHULAT ACCOUNT OPENING FORM**

(INDIVIDUAL RESIDENT PAKISTANI ONLY)

(Please use BLOCK LETTERS to fill the form)

For official use of Authorized Intermediary only	
Application Form No.	
TRE Certificate No.	
Broker Registration No.	
CDS Participant ID	
Sub-Account / IAS Account No.	
Trading Account No. (Back-office ID) (if applicable)	

A. IDENTITY DETAILS OF APPLICANT			
1. Full name of Applicant (As per CNIC/SNIC)			
2. Father's / Husband's Name:			
3. Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>			
4. a. CNIC/ SNIC No.:		c. Date of Issue	
b. Expiry date:		<input type="checkbox"/> Lifetime	
5. Date of Birth			
6. Mother's Maiden Name:			
B. ADDRESS DETAILS OF APPLICANT			
1. (a) Mailing Address: (Address should be different from authorized intermediary business address except for employees of authorized intermediary)			
City/Town/Village:		Province/State:	Country:
(b) Mobile:		(c) Email*: (mandatory for online account)	
2. (a) Permanent Address: (Mandatory to fill out if different from address mentioned on CNIC)			
C. OTHER DETAILS			
1. Gross Annual Income Details: Up to Rs. 100,000 <input type="checkbox"/> Rs. 250,001 - Rs. 500,000 <input type="checkbox"/> [Please tick (✓) the relevant box] Rs. 100,001 - Rs. 250,000 <input type="checkbox"/> Above Rs. 500,000 <input type="checkbox"/>			
2. Source of Earnings/ Income:			
3. (a) Profession/ Occupation: [Please tick (✓) the appropriate box]		Agriculturist	
		Business	
		Housewife	
		Household	
		Retired Person	
		Student	
		Business Executive	
		Industrialist	
		Professional	
		Service	
		Govt. /Public Sector	
		Others (Specify)	
(b) Name of Employer/Business:		(c) Job Title / Designation:	
(d) Address of Employer/Business:			
D. BANK DETAILS			
Bank Name:		IBAN No.:	
E. DECLARATION			
I hereby confirm that all the information furnished above is true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be untrue or false or misleading or misrepresenting, I am aware that I may be held liable for it.			
Signature of the Applicant		Date: _____ (dd/mm/yyyy)	Signature of the Applicant as per CNIC/ SNIC (Only applicable if Applicant signature is different)
FOR OFFICE USE ONLY			
Authorized Signatory		Date	Seal/Stamp of the Authorized Intermediary

F. ZAKAT STATUS:

<p>[If, according to the Fiqh of the Applicant(s), Zakat is not deductible, then relevant Declaration on prescribed format shall be submitted by the Applicant with the concerned Participant/TREC Holder/Investor Accountholder]. Non-Muslims shall submit an affidavit.</p>	Please tick (☑) the appropriate box	
	<input type="checkbox"/>	Muslim Zakat deductible
	<input type="checkbox"/>	Muslim Zakat non-deductible
	<input type="checkbox"/>	Not Applicable

G. PARTICULARS OF NOMINEE (OPTIONAL)

<p>[Nomination may be made in terms of requirements of Section 79 of the Companies Act, 2017, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the Investor Accountholder/Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter.]</p>	(a) Name of Nominee:				
	(b) Relationship with the Applicant: [Please tick (✓) appropriate box]	<input type="checkbox"/>	Spouse	<input type="checkbox"/>	Father
		<input type="checkbox"/>	Brother	<input type="checkbox"/>	Sister
		<input type="checkbox"/>	Daughter	<input type="checkbox"/>	Son
	(c) CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC		No of the Nominee: <input type="text"/>		
(d) Passport details: (In case of a foreigner or a Pakistani origin)		Passport Number: _____			
		Place of Issue: _____			
		Date of Issue: _____			

H. CDC Access: CDC provides **FREE OF COST** services under CDC access whereby Sub-account holders/Investor Account holders can have real time access to their account related information.

1. Do you wish to subscribe to free of cost IVR/Web Service? [Please tick (☐) the appropriate box]	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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I. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)

I, the undersigned, hereby give my 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 and entered in my Sub-Account maintained with the Participant for securities transactions that are exclusively meant for the following purposes:

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

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

Note: Please note that above shall serve as a standing authorization to the Participant for handling of Book-entry Securities owned by the undersigned Sub-Account Holder and entered in his/her 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 (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.

J. SIGNATURES

Name of Applicant:	Date: Place:	Signature:
--------------------	-----------------	------------

- Enclosures*:**
- Copy of valid CNIC/SNIC of the Applicant;
 - Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Nominee, if nominated.
 - Copy of Zakat Declaration of the Applicant. In case of Non-Muslim, an affidavit shall be submitted.
 - Juvenile Card / Form-B/ Child Registration Certificate (CRC) of the minor (if applicable)

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, the undersigned Applicant, hereby declare/undertake that:

- I am not minor;
- I am of sound mind;
- I have not applied to be adjudicated as an insolvent and that I have not suspended payment to any financial institution and that I have not compounded with my creditors;
- I am not an undischarged insolvent;
- I confirm and acknowledge that I have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of **Shariah Compliant** 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 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 and placed on the website of the **Shariah Compliant** 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 Investor Account/Sub-Account / Trading Account, as the case may be;
- I 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 **Shariah Compliant** Securities Broker/Participant and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- The information furnished in this form is complete, valid, true and correct to the best of my knowledge and I shall inform the **Shariah Compliant** Securities Broker/Participant immediately in writing of any change therein;
- In case any of the above information is found to be false or misleading or suspension of any material fact, will render my Investor Account/Sub-Account/Trading Account, as the case may be, liable for termination and I shall be subject to further action under the law;
- All the documents filed/submitted by me 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;

- ic) I/We, being the Applicant(s), hereby authorize that all the information furnished by me/us in the form shall be shared with Centralized Gateway Portal pursuant to requirements prescribed by the Securities & Exchange Commission of Pakistan;
- j) I agree that I/we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by **Shariah Compliant** Securities Broker/Participant and placement of trading order shall mean that I/we have affirmed/consented with the Terms and Conditions; and
- k) I hereby now apply for opening, maintaining and operating Investor Account/Sub-Account/Trading Account, as the case may be, with the **Shariah Compliant** Securities Broker/Participant.

I, the undersigned as **Shariah Compliant** Securities Broker/Participant, hereby declare/undertake/confirm that:

- l) 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 Investor Accountholders/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.cdccaccess.com.pk which shall be deemed to have been read and agreed to by the Users before signing this form.

Signatures:

Applicant

Seal/Stamp of the Authorized Intermediary

Annexure A

TERMS AND CONDITIONS

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

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

GENERAL TERMS AND CONDITIONS

- All Trades, Transactions ~~including non-Exchange Transactions~~ (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, Policies, Guidelines, Circulars, Directives, and Notifications issued and as amended thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
- The information provided in Sahulat Know Your Client (KYC) Form and/or Sahulat Account Opening Form shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
- These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
- The **Shariah Compliant** Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
- The **Shariah Compliant** Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
- In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/ **Shariah Compliant** Securities Broker. Upon receipt of instruction from the Customer, the Participant/ **Shariah Compliant** Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/ **Shariah Compliant** 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).
- 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.
- The **Shariah Compliant** 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 "**Shariah Compliant** Securities Broker/TRE Certificate Holder" respectively.
- The **Shariah Compliant** 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.

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

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

1. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same.
2. 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 (I) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. 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.
3. 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.
4. 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 2 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.
5. 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.
6. 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.
7. 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

1. In case any dispute in connection with the Transaction between the **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** Securities Broker shall only be used by the **Shariah Compliant** Securities Broker for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
3. The **Shariah Compliant** Securities Broker may deposit unutilized funds of the Customers in a separate **profit-bearing** bank account **in an Islamic bank or an Islamic branch of any conventional bank** 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 **Shariah Compliant** Securities Broker shall be authorized to act on the instructions of 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 **Shariah Compliant** 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 **Shariah Compliant** Securities Brokers.
5. The **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** Securities Broker may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
9. The **Shariah Compliant** 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 **Shariah Compliant** Securities Broker through banks would be regarded as good as cheque. The **Shariah Compliant** 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 **Shariah Compliant** Securities broker shall immediately deposit in its bank account, **in an Islamic bank or in an Islamic branch of any conventional bank**, 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 **Shariah Compliant** Securities Broker to accept cash in excess of Rs. 25,000/-, the **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** 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 **Shariah Compliant** Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the **Shariah Compliant** 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 **Shariah Compliant** Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than thirty (30) days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
13. The **Shariah Compliant** Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

TERMS AND CONDITIONS FOR KNOW YOUR CLIENT (KYC) APPLICATION FORM "SAHULAT"

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 Sahulat Account can only be opened by resident Pakistani individuals with Authorized Intermediaries that are Securities Brokers and it shall be subject to following conditions or any other conditions as may be specified by PSX and/or SECP:
 - (a) Only one client code can be tagged by a Securities Broker for Sahulat Account holder in NCSS.
 - (b) Sahulat Account holder shall be allowed to open and maintain one Sahulat sub-account and/or one Sahulat IAS.
 - (c) Resident Pakistani individuals already maintaining sahulat or normal trading account with Authorized Intermediaries that are Securities Brokers are not eligible for opening Sahulat Account.
 - (d) Sahulat Account cannot be opened with joint holders
 - (e) Sahulat Account holders shall only be eligible to trade in Ready Delivery Contract Market and no transactions in Derivative Contracts and Leveraged Market shall be allowed.
 - (f) Trading by Sahulat Account Holders shall be subject to such position limits as may be notified by PSX from time to time with prior approval of SECP.
3. 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.
4. 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.
5. These terms and conditions shall be governed by the laws of Pakistan.



“ANNEXURE E”

**SAHULAT ACCOUNT OPENING FORM FOR CUSTOMERS OF SHARIAH COMPLIANT SECURITIES BROKER
[“TRADING ONLY SECURITIES BROKER” AND “ONLINE ONLY SECURITIES BROKER”]**

CUSTOMER RELATIONSHIP FORM FOR INDIVIDUALS

Place Logo Here!

Place Logo Here!

Name of Shariah Compliant
Securities Broker
[Registered Address]

Name of PCM or T&C Securities Broker
[Registered Address]

**SAHULAT KNOW YOUR CLIENT (KYC) APPLICATION FORM
AND SAHULAT ACCOUNT OPENING FORM
(INDIVIDUAL RESIDENT PAKISTANI ONLY)**

For official use of Authorized Intermediary only	
Application Form No.	
TRE Certificate No.	
Broker Registration No.	
CDS Participant ID	
Sub-Account / IAS Account No.	
Trading Account No. (Back-office ID) (if applicable)	

(Please use BLOCK LETTERS to fill the form)

A. IDENTITY DETAILS OF APPLICANT			
1. Full name of Applicant (As per CNIC/SNIC)			
2. Father's / Husband's Name:			
3. Gender: Male <input type="checkbox"/> Female <input type="checkbox"/>			
4. a. CNIC/ SNIC No.:		c. Date of Issue	
b. Expiry date:		<input type="checkbox"/> Lifetime	
5. Date of Birth			
6. Mother's Maiden Name:			
B. ADDRESS DETAILS OF APPLICANT			
1. (a) Mailing Address: (Address should be different from authorized intermediary business address except for employees of authorized intermediary)			
City/Town/Village:		Province/State:	Country:
(b) Mobile:		(c) Email*: (mandatory for online account)	
2. (a) Permanent Address: (Mandatory to fill out if different from address mentioned on CNIC)			
C. OTHER DETAILS			
1. Gross Annual Income Details: Up to Rs. 100,000 <input type="checkbox"/> Rs. 250,001 - Rs. 500,000 <input type="checkbox"/> [Please tick (✓) the relevant box] Rs. 100,001 - Rs. 250,000 <input type="checkbox"/> Above Rs. 500,000 <input type="checkbox"/>			
2. Source of Earnings/ Income:			
3. (a) Profession/ Occupation: [Please tick (✓) the appropriate box]		Agriculturist	Business
		Retired Person	Student
		Professional	Service
		Housewife	Household
		Business Executive	Industrialist
		Govt. /Public Sector	Others (Specify)
(b) Name of Employer/Business:		(c) Job Title / Designation:	
(d) Address of Employer/Business:			
D. BANK DETAILS			
Bank Name:		IBAN No.:	
E. DECLARATION			
I hereby confirm that all the information furnished above is true and correct to the best of my knowledge and belief and I undertake to inform you of any changes therein, immediately. In case any of the above information is found to be untrue or false or misleading or misrepresenting, I am aware that I may be held liable for it.			
Signature of the Applicant		Date: _____ (dd/mm/yyyy)	Signature of the Applicant as per CNIC/ SNIC (Only applicable if Applicant signature is different)

FOR OFFICE USE ONLY		
Authorized Signatory	Date	Seal/Stamp of the Authorized Intermediary

F. ZAKAT STATUS:							
<p>[If, according to the Fiqh of the Applicant(s), Zakat is not deductible, then relevant Declaration on prescribed format shall be submitted by the Applicant with the concerned Participant/TREC Holder/Investor Accountholder]. Non-Muslims shall submit an affidavit.</p>	<p>Please tick (✓) the appropriate box</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td>Muslim Zakat deductible</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Muslim Zakat non-deductible</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Not Applicable</td> </tr> </table>	<input type="checkbox"/>	Muslim Zakat deductible	<input type="checkbox"/>	Muslim Zakat non-deductible	<input type="checkbox"/>	Not Applicable
<input type="checkbox"/>	Muslim Zakat deductible						
<input type="checkbox"/>	Muslim Zakat non-deductible						
<input type="checkbox"/>	Not Applicable						

G. PARTICULARS OF NOMINEE (OPTIONAL)																									
<p>[Nomination may be made in terms of requirements of Section 79 of the Companies Act, 2017, which inter alia requires that person nominated as aforesaid shall not be a person other than the following relatives of the Investor Accountholder/Sub-Account Holder, namely: a spouse, father, mother, brother, sister and son or daughter.]</p>	<p>(a) Name of Nominee:</p> <p>(b) Relationship with the Applicant: [Please tick (✓) appropriate box]</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td>Spouse</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td>Father</td> <td style="width: 30px; text-align: center;"><input type="checkbox"/></td> <td>Mother</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Brother</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Sister</td> <td style="text-align: center;"><input type="checkbox"/></td> <td>Son</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>Daughter</td> <td colspan="4"></td> </tr> </table> <p>(c) CNIC <input type="checkbox"/> SNIC <input type="checkbox"/> NICOP <input type="checkbox"/> ARC <input type="checkbox"/> POC No of the Nominee: <input type="checkbox"/></p> <p>[Please tick (✓) appropriate box]</p> <p>(d) Passport details: (In case of a foreigner or a Pakistani origin)</p> <table style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">Passport Number:</td> <td></td> </tr> <tr> <td>Place of Issue:</td> <td></td> </tr> <tr> <td>Date of Issue:</td> <td></td> </tr> </table>	<input type="checkbox"/>	Spouse	<input type="checkbox"/>	Father	<input type="checkbox"/>	Mother	<input type="checkbox"/>	Brother	<input type="checkbox"/>	Sister	<input type="checkbox"/>	Son	<input type="checkbox"/>	Daughter					Passport Number:		Place of Issue:		Date of Issue:	
<input type="checkbox"/>	Spouse	<input type="checkbox"/>	Father	<input type="checkbox"/>	Mother																				
<input type="checkbox"/>	Brother	<input type="checkbox"/>	Sister	<input type="checkbox"/>	Son																				
<input type="checkbox"/>	Daughter																								
Passport Number:																									
Place of Issue:																									
Date of Issue:																									

H. CDC ACCESS: CDC provides **FREE OF COST** services under CDC access whereby Sub-account holders/Investor Account holders can have real time access to their account related information.

1. Do you wish to subscribe to free of cost IVR/Web Service? [Please tick (□) the appropriate box]	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
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I. AUTHORIZATION UNDER SECTIONS 12 AND 24 OF THE CDC ACT EXCLUSIVELY FOR SETTLEMENT OF UNDERLYING TRADES, PLEDGE AND RECOVERY OF PAYMENTS, CHARGES AND LOSSES (FOR SUB-ACCOUNT ONLY)
<p>I, the undersigned, hereby give my 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 and entered in my Sub-Account maintained with the Participant for securities transactions that are exclusively meant for the following purposes:</p> <ol style="list-style-type: none"> a. For the settlement of any underlying market transactions (trades) including off market transactions made by me from time to time; b. For pledge securities transactions with the NCCPL relating to any of my underlying market transactions (trades) to be settled through NCCPL from time to time; c. For the recovery of payment against any underlying market purchase transactions made by me from time to time; d. Movement by me from time to time of my Book-entry Securities from my Sub-Account under the Main Account under the control of the Participant to my Sub-Account under another Main Account under the control of the Participant or to my Sub-Account under any Main Account which is under the control of another Participant or to my Investor Account; e. Securities transactions which has been made by way of a gift of Securities by me to my Family Members or other persons in accordance with the CDC Regulations from time to time; f. For the recovery of any charges or losses against any or all of the above transactions carried out by me or services availed; and/or g. Delivery Transaction made by me for any other purposes as prescribed by the Commission from time to time. <p>Specific authority on each occasion shall be given by me to the Participant for handling of Book-entry Securities beneficially owned by me for all other purposes as permitted under the applicable laws and regulations.</p> <p>Note: Please note that above shall serve as a standing authorization to the Participant for handling of Book-entry Securities owned by the undersigned Sub-Account Holder and entered in his/her 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 (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.</p>

J. SIGNATURES		
Name of Applicant:	Date: Place:	Signature:

- Enclosures*:**
1. Copy of valid CNIC/SNIC of the Applicant;
 2. Copy of valid CNIC/SNIC/NICOP/ARC/POC/Passport of the Nominee, if nominated.
 3. Copy of Zakat Declaration of the Applicant. In case of Non-Muslim, an affidavit shall be submitted.
 4. Juvenile Card / Form-B/ Child Registration Certificate (CRC) of the minor (if applicable).

TERMS AND CONDITIONS

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

DECLARATION & UNDERTAKING
<p>I, the undersigned Applicant, hereby declare/undertake that:</p> <ol style="list-style-type: none"> a) I am not minor; b) I am of sound mind; c) I have not applied to be adjudicated as an insolvent and that I have not suspended payment to any financial institution and that I have not compounded with my creditors; d) I am not an undischarged insolvent; e) I confirm and acknowledge that I have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Shariah Compliant 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 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 and placed on the website of the Shariah Compliant 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 Investor Account/Sub-Account / Trading Account, as the case may be;

- f) I 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 **Shariah Compliant** Securities Broker/Participant and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
- g) I further agree that agreement executed between the **Shariah Compliant** Securities Broker and PCM/T&C (as the case may be) for providing the settlement and custody services will be the integral part of this contract and will be binding on me.
- h) The information furnished in this form is complete, valid, true and correct to the best of my knowledge and I shall inform the **Shariah Compliant** Securities Broker/Participant immediately in writing of any change therein;
- i) In case any of the above information is found to be false or misleading or suspension of any material fact, will render my Investor Account/Sub-Account/Trading Account, as the case may be, liable for termination and I shall be subject to further action under the law;
- ic) I/We, being the Applicant(s), hereby authorize that all the information furnished by me/us in the form shall be shared with Centralized Gateway Portal pursuant to requirements prescribed by the Securities & Exchange Commission of Pakistan;
- ij) All the documents filed/submitted by me 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;
- k) I agree that I/we shall not place any trading order in case of any concern or disagreement with any Terms and Conditions shared by **Shariah Compliant** Securities Broker/Participant and placement of trading order shall mean that I/we have affirmed/consented with the Terms and Conditions; and
- l) I hereby now apply for opening, maintaining and operating Investor Account/Sub-Account/Trading Account, as the case may be, with the **Shariah Compliant** Securities Broker/Participant.

I, the undersigned as **Shariah Compliant** Securities Broker/Participant, hereby declare/undertake/confirm that:

- m) 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
- n) 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 Investor Accountholders/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:

Applicant

Seal/Stamp of the Authorized Intermediary

Annexure A

TERMS AND CONDITIONS

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

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

GENERAL TERMS AND CONDITIONS

- All Trades, Transactions ~~including non-Exchange Transactions~~ (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, Policies, Guidelines, Circulars, Directives, and Notifications issued and as amended thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
- The information provided in Sahulat Know Your Client (KYC) Form and/or Sahulat Account Opening Form shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
- These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
- The **Shariah Compliant** Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
- The **Shariah Compliant** Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
- In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/ **Shariah Compliant** Securities Broker. Upon receipt of instruction from the Customer, the Participant/ **Shariah Compliant** Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/ **Shariah Compliant** 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).
- 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.
- The **Shariah Compliant** 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.

9. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "[Shariah Compliant](#) Securities Broker/TRE Certificate Holder" respectively.
10. The [Shariah Compliant](#) 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.

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

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

1. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same.
2. 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 (I) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. 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.
3. 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.
4. 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 2 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.
5. 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.
6. 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.
7. 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

1. In case any dispute in connection with the Transaction between the [Shariah Compliant](#) 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 [Shariah Compliant](#) 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 Trading and Clearing Securities Broker or PCM, as the case may be, shall only be used by the Trading and Clearing Securities Broker or PCM for the purposes of dealing in securities through PSX on behalf of such Customer other than as authorized by the Customer in writing in the manner prescribed under the relevant regulations.
3. The [Shariah Compliant](#) Securities Broker may deposit unutilized funds of the Customers in a separate **profit-bearing** bank account **in an Islamic bank or an Islamic branch of any conventional bank** 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 [Shariah Compliant](#) Securities Broker shall be authorized to act on the instructions of 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 [Shariah Compliant](#) 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 [Shariah Compliant](#) Securities Brokers.
5. The [Shariah Compliant](#) 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 [Shariah Compliant](#) 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 [Shariah Compliant](#) 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 Trading and Clearing Securities Broker or PCM, as the case may be, 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 Trading and Clearing Securities Broker or PCM, as the case may be, 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 Trading and Clearing Securities Broker or PCM, as the case may be, may transfer such securities to its Collateral Account under intimation to PSX in the manner as provided in PSX Regulations.
9. The Trading and Clearing Securities Broker or PCM, as the case may be, 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 Trading and Clearing Securities Broker or PCM, as the case may be, through banks would be regarded as good as cheque. The Trading and Clearing Securities Broker or PCM, as the case may be, 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 Trading and Clearing Securities Broker or PCM, as the case may be, shall immediately deposit in its bank account, **in an Islamic bank or an Islamic branch of any conventional bank**, 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 Trading and Clearing

- Securities Broker or PCM, as the case may be, to accept cash in excess of Rs. 25,000/-, the Trading and Clearing Securities Broker or PCM, as the case may be, 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 Trading and Clearing Securities Broker or PCM, as the case may be, 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 **Shariah Compliant** 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 **Shariah Compliant** Securities Broker within seven (7) days of receipt of the quarterly account statement to remove such discrepancy. Further, the **Shariah Compliant** 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 **Shariah Compliant** Securities Broker/Participant can debit up to the accrued amount of levies and charges the account of the Customers for the abovementioned charges, which shall be clearly detailed in the ledger statement/daily confirmations. Any change resulting in an increase in the brokerage commission shall take effect not earlier than thirty (30) days of intimation of the same to the Customers through acceptable mode of communication prescribed in the Form.
 13. The **Shariah Compliant** Securities Broker shall append a Risk Disclosure Document with this Form in accordance with the specimen provided by PSX.

TERMS AND CONDITIONS FOR KNOW YOUR CLIENT (KYC) APPLICATION FORM "SAHULAT"

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 Sahulat Account can only be opened by resident Pakistani individuals with Authorized Intermediaries that are Securities Brokers and it shall be subject to following conditions or any other conditions as may be specified by PSX and/or SECP:
 - (a) Only one client code can be tagged by a Securities Broker for Sahulat Account holder in NCSS.
 - (b) Sahulat Account holder shall be allowed to open and maintain one Sahulat sub-account and/or one Sahulat IAS.
 - (c) Resident Pakistani individuals already maintaining sahulat or normal trading account with Authorized Intermediaries that are Securities Brokers are not eligible for opening Sahulat Account.
 - (d) Sahulat Account cannot be opened with joint holders
 - (e) Sahulat Account holders shall only be eligible to trade in Ready Delivery Contract Market and no transactions in Derivative Contracts and Leveraged Market shall be allowed.
 - (f) Trading by Sahulat Account Holders shall be subject to such position limits as may be notified by PSX from time to time with prior approval of SECP.
3. 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.
4. 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.
5. These terms and conditions shall be governed by the laws of Pakistan.

END

“EXHIBIT A”

GUIDELINES FOR SUBMISSION OF COMMENTS

1. PSX invites the interested parties to provide their comments and views with specific reference to the subject matter of the proposed amendments to PSX Regulations notified in this Notice.
2. The comments can be submitted through any of the following modes:

Email	comments.rad@psx.com.pk
Mail	The Chief Regulatory Officer, Regulatory Affairs Division, 2 nd Floor, Administration Building, Pakistan Stock Exchange Building, Pakistan Stock Exchange Road, Karachi – 74000.

3. At the time of submission of comments, respondent is advised to provide the information, as per **Table-A** below, so that PSX may contact him/her for clarification or deliberation on the comments, if needed. Anonymous responses may be disregarded by PSX.

Table-A

TO BE FILLED BY THE RESPONDENT	
Name of respondent	
Name of company (if applicable)	
Designation (if applicable)	
Contact Number	
Email Address	

4. The respondent may request confidential treatment for his/ her identity and all or any part of comments due to their proprietary, confidential or commercial nature, by clearly marking the information in **Table-B** below:

Table-B

DISCLOSURE OF IDENTITY AND COMMENTS
Please check the box(es) if you wish to be remain confidential:
<input type="checkbox"/> I wish to have my identity remain confidential.
<input type="checkbox"/> I wish to keep all or any part of my comments confidential.

If respondent wishes to keep any part(s) of comments confidential, then he/she is required to clearly specify such part(s) of comments.

5. To ensure quality and promote transparency, PSX will publish the relevant comments of respondents and its management’s response thereon in the form of a **Response Paper** on its website, within a reasonable timeframe, after close of public consultation session, unless the respondent has made a confidentiality request.
6. Any policy or rule amendment may be subject to regulatory concurrence. For this purpose, respondents should note that notwithstanding any confidentiality request, PSX will share all their response(s) with the Securities and Exchange Commission of Pakistan (Apex Regulator).
7. By submitting comments, respondents are deemed to have consented to the collection, use and disclosure of data that is provided to PSX, unless respondents wish to have their identity or comments remain confidential.