



**MRA SECURITIES LIMITED**  
**TREC Holder: Pakistan Stock Exchange Limited**  
**Room # 738-741, 7<sup>th</sup> Floor, Stock Exchange Limited**  
**Phone: 32410136-40, 32414112-13**  
**Email: [Info@mra.com.pk](mailto:Info@mra.com.pk) | [www.mra.com.pk](http://www.mra.com.pk)**

Please use BLOCK LETTERS to fill the form

<b>KNOW YOUR CUSTOMER (KYC) APPLICATION FORM</b>	<b>CORPORATE</b>
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**A. REGISTRATION (AND OTHER) DETAILS OF CUSTOMER**

1. Full name of Customer <small>(As per constitutive documents)</small>				
2. Date of Incorporation:		3. Incorporation Number:		4. Place of Incorporation:
5. Date of Commencement of Business:		6. National Tax No. (For exempted entities, supporting document should be provided/Letter of Undertaking, where entities opt not to obtain NTN)		
7. Industry / Sector:				
8. Registration Number / Unique Identification Number ("UIN"):				
9. Details of Contact Person of the Customer: <small>(Should only be an authorized representative of the Customer)</small>				
(a) Name Mr./Mrs./Ms.:				
(b) Association of the Attorney with the Customer:				
(c) Address:				
(d) CNIC/SNIC/NICOP/ARC/POC No:				
(e) Expiry date of CNIC/SNIC/NICOP/ARC/POC:			(f) Designation of the official:	
(g) Tel. (Off.):	(h) Mobile:	(i) Fax*:	(j) E-mail:	
(k) . Passport details: <small>(For a foreigner or a non-resident Pakistani)</small>	Passport No:	Place of issue:	Date of Issue:	Date of Expiry:

**B. ADDRESS DETAILS OF CUSTOMER**

1.(a) Mailing Address:				
City/Town/Village:		Province/State:		Country:
(b) Tel. (Off.):		(c) Mobile*:		(d) Fax*:
(e) Email:				
Specify the proof of address submitted for mailing address:				
2. (a) Registered Address:				
City/Town/Village:		Province/State:		Country:
(b) Tel. (Off.):		(c) Mobile*:		(d) Fax*:
(e) Email:				
Specify the proof of address submitted for registered address:				

**C. OTHER DETAILS**

1. Expected Annual Income:				
2. Net-equity / net-assets as on (date) _____ : ( _____ )				
3. Share holder's Category: <small>[Please tick (✓) the appropriate box]</small>		Investment Company		Modaraba
		Insurance Company		Modaraba Management Company
		Charitable Trust		Cooperative Society
		Leasing Company		Mutual Fund
		Bank/Financial Institution		Other (Please specify)
		Joint Stock Company		

<b>D. BANK DETAILS**</b>	
Bank Name:	IBAN No.:

**E. DECLARATION**

I/we hereby confirm that all the information furnished above is true and correct to the best of my/our knowledge and belief and I/we 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/we am/are aware that I/we may be held liable for it.

\_\_\_\_\_  
Signature of the Authorized Person

Date: \_\_\_\_\_ (dd/mm/yyyy)

**FOR OFFICE USE ONLY**

\_\_\_\_\_  
Signature of the Authorized Signatory

\_\_\_\_\_  
Date

\_\_\_\_\_  
Seal/Stamp of the Authorized Intermediary

\* Optional

\*\* IBAN shall be mandatory for all corporate entities subject to any exception available under applicable laws, rules, regulations etc.

## Terms & Conditions of the KYC Application Form:

1. All terms herein shall, unless expressly stated otherwise, have the same meaning as ascribed to them in the Centralized KYC Organization Regulations.
2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
3. All correspondence shall be sent by CKO at the mailing address and/or email address of the Customer, as stated on the KYC Application Form.
4. Neither the CKO nor its directors, officers, employees or agents shall be liable for losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of providing its KYC Information to Authorized Intermediaries or the CKO due to any reasons whatsoever including its unauthorized disclosure.
5. The Customer undertakes to indemnify the CKO against any losses, damages, liabilities, costs or expenses suffered or incurred by CKO, including any legal costs and claims by third parties, as a result of any inaccuracy, misrepresentation, misstatement or incorrect details in the information supplied by the Customer or any omission in such information or any other contravention or violation of the Centralized KYC Organization Regulations.
6. The Customer agrees that in the event that it does not abide by the timelines prescribed in the Centralized KYC Organization Regulations for submission of information and confirmation to the CKO, the CKO shall be authorized to take action as prescribed in the Centralized KYC Organization Regulations. The Customer undertakes that it shall hold CKO harmless and that CKO shall not be liable for any losses, damages, liabilities, costs or expenses suffered or incurred by the Customer as a result of such actions.
7. The Customer agrees that CKO may hold, store and process its KYC Information on the KYC Information System and KYC Database in connection with its KYC functions under the Centralized KYC Organization Regulations. The Customer also agrees that CKO may disclose its KYC Information as permitted under the CKO Regulations and such other disclosures as may be reasonably necessary for compliance with any other laws or regulatory requirements.
8. The Customer acknowledges that KYC Information System and KYC Database, including but not limited to all the information contained therein is the legal property of CKO.
9. The Authorized Intermediaries agree to pay CKO the fees and charges as prescribed by CKO from time to time in respect of its KYC functions.
10. CKO has absolute discretion to amend or supplement any of the terms and conditions at any time and will endeavor to give prior notice of fifteen days wherever feasible for such changes.
11. The Customer agrees and affirms that it shall be bound by and acts in accordance with the provisions of the Centralized KYC Organization Regulations.
12. These terms and conditions shall be governed by the laws of Pakistan.



# MRA Securities Limited (Participant/TRE Certificate Holder)

[Room 738-741, 7<sup>th</sup> Floor, Stock Exchange Building, Stock Exchange Road, Karachi]

## CUSTOMER RELATIONSHIP FORM FOR COMPANY AND OTHER BODY CORPORATE

(Please Also Fill KYC APPLICATION FORM)

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

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.	

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

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

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

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

<b>A. REGISTRATION (AND OTHER) DETAILS OF APPLICANT</b> (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>B. OTHER ACCOUNT LEVEL INFORMATION</b>					
1. Bank Details: The bank account information as provided in the KYC Application Form shall be used.					
2. Residential Status / Basis of Remittance [Please tick (✓) the appropriate box]		Resident	Non-Resident	Repatriable	Non-Repatriable
	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"/>

<b>C. CDC access</b>				
CDC provides <b>FREE OF COST</b> 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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<b>2. If you are subscribing to IVR and Web Service, please provide following details of your Contact Person:</b>											
(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.

**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>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)]	<b>Participant's / TREC Holder Seal &amp; Signature:</b>
1.	
2.	
3.	
4.	

## **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, Polices, Guidelines, Circulars, Directives, and Notifications issued and as amended thereunder by the Securities and Exchange Commission of Pakistan (SECP), PSX, CDC or NCCPL from time to time.
2. The information provided in KYC application form and/or CRF shall be in addition to and not in derogation of the requirements prescribed under Anti-Money Laundering and Countering Financing of Terrorism Regulations, 2018.
3. The Securities Broker/Participant shall ensure provision of copies of all the relevant laws, rules and regulations at its office for access to the Sub-Account Holder(s)/Customer(s) during working hours. The Securities Broker/Participant shall ensure that its website contains hyperlinks to the websites/pages on the website of PSX, CDC, NCCPL and the SECP displaying above said regulatory framework for reference of the Customers.
4. In case of a Joint Account, all obligations and liabilities of the Applicants under these Terms and Conditions shall be joint and several.
5. These Terms and Conditions shall be binding on the nominee, legal representative, successors in interest and/or permitted assigns of the respective Parties hereto.
6. The Securities Broker/Participant shall provide a list of its Registered Offices and Representatives authorized and employees designated to deal with the Sub-Account Holder(s)/Customer(s) along with their authorized mobile/landline/fax number(s), email and registered addresses. Any change(s) therein shall be intimated in writing to the Sub-Account Holder(s)/Customer(s) with immediate effect.
7. Subject to applicable laws, the Securities Broker/Participant shall maintain strict confidentiality of the Customer related information and shall not disclose the same to any third party. However, in case the SECP, PSX, CDC or any competent authority under the law, as the case may be, requires any such information, the Securities Broker/ Participant shall be obliged to disclose the same for which the Customer shall not raise any objection whatsoever.
8. The Securities Broker/Participant shall independently verify any of the Customer's related information provided in this Form and under the relevant laws, rules and regulations for the purpose of KYC.
9. In case of any change in the Customer's related information provided in this Form, the Customer shall provide necessary details to the Participant/Securities Broker. Upon receipt of instruction from the Customer, the Participant/Securities Broker shall give effect to such changes in the manner prescribed under the relevant regulations. The Participant/Securities Broker shall have the right to incorporate any change(s) in the Sub-Account Holder(s)/Customer's information in the CDS as sent by NCCPL as CKO and that such change(s) shall be deemed to have been authorized by the Sub-Account Holder(s)/Customer(s). In case of any change in the Participant's/Securities Broker's address or contact numbers or any other related information, the Securities Broker/Participant shall immediately notify the Sub-Account Holder(s)/Customer(s).
10. Any change in this Form or these Terms and Conditions by virtue of any changes in the aforesaid legal frameworks shall be deemed to have been incorporated and modified the rights and duties of the Parties hereto. Such change(s) shall be immediately communicated by the Securities Broker/Participant to the Sub-Account Holder(s)/Customer(s).
11. The Securities Broker/Participant and the Customer shall be entitled to terminate this Contract without giving any reasons to each other after giving notice in writing of not less than one month to the other Party. Notwithstanding any such termination, all rights, liabilities and obligations of the Parties arising out of or in respect of Transactions entered into prior to the termination of this Contract shall continue to subsist and vest in /be binding on the respective Parties or his/ her/its respective heirs, executors, administrators, legal representatives or successors in interest and permissible assigns, as the case may be. Closure of Sub-Account of the Customer under this clause shall be subject to the condition that neither any corporate action is pending at that point of time in connection with any Book-entry Securities in the Sub-Account nor any Book-Entry Securities are in Pledged Position and that the outstanding dues, if any, payable by any Party to the other Party is cleared and that the Customer has transferred or withdrawn all the Book-Entry Securities from its Sub-Account.
12. Where applicable, the terms "Sub-Account Holder" and "Participant" used in this Form shall include the "Customer" and "Securities Broker/TRE Certificate Holder" respectively.
13. The Securities Broker/Participant should ensure due protection to the Sub-Account Holder / Customer regarding rights to dividend, rights or bonus shares etc. in respect of transactions routed through it and not do anything which is likely to harm the interest of the Sub-Account Holder with/from whom it may have had transactions in securities.
14. The Participant/Securities Broker shall ensure that duly filled in and signed copy of this form along with the acknowledgement receipt is provided to the Sub-Account Holder.

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

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

1. The Registration Details and such other information specified by the Applicant in this form for opening of the Sub-Account shall appear in the Sub-Account to be established by the Participant in the CDS who shall ensure the correctness and completeness of the same.
2. The Book-entry Securities owned by the Sub-Account Holder shall be exclusively entered in the Sub-Account of such Sub-Account Holder.
3. Transfer, Pledge and Withdrawal of Book-entry Securities entered in the Sub-Account of the Sub-Account Holder shall only be made from time to time in accordance with the authorization given by the Sub-Account Holder to the Participant in Part (D) above pursuant to Section 12 and 24 of the Central Depositories Act, 1997. Such authorization shall 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 & Conditions. In case of outstanding payment against any underlying market purchase transaction, charges and/or losses against the Sub-Account Holder, the Participant shall have the right, subject to Clause 3 above and under prior intimation to the Sub-Account Holder to clear the payment, charges and/or losses (including any shortfall in margin requirements) within the reasonable time prescribed by the Participant, to dispose off the necessary number of Book-entry Securities of the Sub-Account Holder through market-based or Negotiated Deal Market sell transaction and apply the net proceeds thereof towards the adjustment of such outstanding payment, charges and/or losses.
7. Where admission of Participant to the CDS is suspended or terminated by the CDC, the Sub-Account Holder shall have the right, subject to the Regulations and the Procedures made thereunder, to request CDC to change its Controlling Account Holder and Participant shall extend full cooperation to the Sub-Account Holder in every regard, without prejudice to its right of recovery of any dues or receivable from the Sub-Account Holder.
8. The provision of services as provided for hereunder shall not constitute Participant as trustee and the Participant shall have no trust or other obligation in respect of the Book-entry Securities except as agreed by the Participant separately in writing.
9. The Participant is not acting under this application form as Investment Manager or Investment Advisor to the Sub-Account Holder(s).

### **TERMS AND CONDITIONS FOR TRADING ACCOUNT**

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

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

All such transactions recorded by the Securities Broker in the prescribed manner shall be conclusive and binding upon the Customer unless the Customer raises observation relating to unauthorized execution of such transaction or any error in the Contract Note within one trading day of the receipt of such Contract Note.

In the event of any dispute relating to order placement or executing of orders, the burden of proof shall be on the Securities Brokers to establish the authenticity of such order placement or execution thereof.

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

### **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 having read and understood the above Terms and Conditions and we hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the above Terms and Conditions and any other terms and conditions which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above Terms and Conditions in connection with the opening, maintenance and operation of the Sub-Account /Trading Account, as the case may be;
- f) 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;
- g) 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;
- h) 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; and
- i) We hereby now apply for opening, maintaining, operation of Sub-Account/Trading Account, as the case may be, with the Participant/ TREC Holder.

### **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](http://www.cdaccess.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 & Conditions and other documents in connection therewith, and to do any other act, deed or thing for and on behalf of \_\_\_\_\_ (name of entity) in respect of company's application for opening an Account.

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

Signatures of the Directors

- 1. \_\_\_\_\_ 2. \_\_\_\_\_
- 3. \_\_\_\_\_ 4. \_\_\_\_\_
- 5. \_\_\_\_\_

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





# MRA Securities Limited.

**TREC HOLDER: PAKISTAN STOCK EXCHANGE LIMITED**

**Room # 738-741 7th Floor Stock Exchange Building Karachi**

**Phones : 32410136-40, 32414112-13 Fax : 32460708**

**E-mail: info@mra.com.pk | Website: www.mra.com.pk**

## RISK DISCLOSURE DOCUMENT

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

This document contains important information relating to various types of risks associated with trading and investment in financial products (equity securities, fixed income instruments, derivatives contracts etc.) being traded at PSX. The customers should carefully read this document before opening trading account with a broker.

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

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

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

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

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

##### **1.1 VOLATILITY RISK:**

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

##### **1.2 LIQUIDITY RISK:**

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

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

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

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

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

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

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

### **1.5 RISK PERTAINING TO THE PRICE FLUCTUATIONS DUE TO CORPORATE ANNOUNCEMENT:**

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

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

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

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

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

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

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

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

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

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

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

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

- (h) Day trading strategies involving equity futures contracts and other products pose special risks. As with any financial product, customers who seek to purchase and sell the same equity futures in the course of a day to profit from intra-day price movements ("day traders") face a number of special risks, including substantial commissions, exposure to leverage, and competition with professional traders. The customer should thoroughly understand these risks and have appropriate experience before engaging in day trading. The customer should obtain a clear explanation of all commission, fees and other charges for which he/she will be liable. These charges will affect net profit (if any) or increase loss.

**3. GENERAL:**

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

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

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

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

**UNDERTAKING**

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

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

\_\_\_\_\_  
Signature of Broker

**X**

\_\_\_\_\_  
Signature of Account Holder

\_\_\_\_\_  
Signature of 1 Joint Account Holder

\_\_\_\_\_  
Signature of 2 Joint Account Holder

\_\_\_\_\_  
Signature of 3 Joint Account Holder



# M.R.A. SECURITIES LTD.

## Margin Financing Agreement

THIS AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_

### BETWEEN

(A) MRA Securities Limited whose registered office is at Room 738-741, 7<sup>th</sup> Floor, Stock Exchange Building, Pakistan Stock Exchange, Karachi (hereinafter referred to as "TREC Holder");

(B) \_\_\_\_\_ the \_\_\_\_\_ AND undersigned \_\_\_\_\_ client(s) whose name(s) \_\_\_\_\_ Trading Account No \_\_\_\_\_ and CDC Sub-Account \_\_\_\_\_ (hereinafter referred to as the "Client").

### Whereas

- The broker shall execute a margin agreement with a client who intends to obtain margin financing. Such agreement shall clearly specify that the client takes the all risk in context of MF Transactions.
- Margin Financing Agreement (MFA) shall be subject to the laws, Rules and Regulations of the Pakistan Stock Exchange (PSX), National Clearing Company of Pakistan (NCCPL), Securities (Leveraged Markets and Pledging) Rules, 2011 and pertinent rules and regulations of the Securities and Exchange Commission of Pakistan (SECP).

### DEFINITIONS:

#### Rules

Means the Securities (Leveraged Markets and Pledging) Rules, 2011.

#### Margin Financing (MF)

Means a financing facility made available by the Margin Financier to its Margin Finanee pursuant to this Chapter of these Regulations to partially finance the purchase of MF Eligible Securities in the ready market.

#### Margin Financed Securities

Means the MF Eligible Securities the purchase whereof is partially financed by a Margin Financier pursuant to a MF Transaction.

#### Blocked Status:

Means where any MF Eligible Securities and/or Financier's Acceptable Securities are delivered to the CDC account of a Margin Financier in such status that the same cannot be dealt with by the Margin Financier.

#### Financing Participation Ratio (FPR)

Means the ratio between the minimum equity participation required to be paid by the Margin Finance for the purchase of each MF Eligible Security and the MF Transaction Value, For this purpose, the minimum equity participation for each MF Transaction shall be 10% of MF Transaction Value provided that, FPR shall always be collected in the form of cash only.

#### Terms and Conditions

#### Financier's Acceptable Securities (FAS)

Means any security negotiated and accepted by Margin Financier as collateral to MF Contract with applicable haircuts and other terms as appropriate.

#### MF (R) Transaction

Means a transaction which is effected on the MF System for the purpose of (i) return of the Margin Financed Securities and MF Transaction Value by the Margin Financier and the Margin Finanee respectively who are party to the corresponding MF Transaction or (ii) closing the MF Transaction as envisaged in paragraph 2 of Regulation 7B.3.4 or 7B.10.3.

#### MF Transaction

Means a transaction which is effected on the MF System to partially finance the purchase of MF Eligible Securities in the ready market and is received in NCSS whereby settlement obligation relating to the relevant ready market purchase will stand transferred from the Margin Finanee to the Margin Financier to the extent of the agreed FPR.

#### MF Transaction Value

Means the amount of financing agreed to be provided by a Margin Financier in a MF Transaction based on the applicable FPR.

#### Margin Finanee

Means a client who obtained the Margin Financing from the TREC Holder

#### Margin Financier

Means a TREC Holder who provide the Margin Financing to the Client

### Margin Financing Terms & Conditions

1. Margin Financing (MF) only allowed in the MF Eligible Securities declared by the National Clearing Company of Pakistan (NCCPL) under NC Regulations 7B.3.1.1. Any additions and/or delete in the existing list by the NCCPL, TREC Holder will notify the client and after expiry of notice period, MF Positions in the outgoing securities shall be frozen and will be available only for the release for the purpose of settlement or squaring up.
2. Client shall contribute the higher of 25% or Var of MF Transactions value and remaining financing will be provided by the TREC holder.

3. The aggregate value of FAS and FPR shall always be higher of 25% or VaR Estimate of that particular MF Eligible Security. TREC holder shall decide the FPR and FAS Ratio for each MF eligible security in MF Module.
4. The maximum financing Participation Ratio (FPR) from client for each MF Transactions value shall be 25% or Var of MF Transactions value (whichever is higher). FPR shall be collected only in cash.

Or

5. The minimum Financing Participation Ratio (FPR) for each MF Transactions value shall be 10% of MF Transactions value out of 25% or Var (which is higher) and remaining financing shall be provided through the transfer of Financier's Acceptable Securities (FAS) in CDC Account of TREC holder in BLOCK status.
6. Client is allowed to take Margin Financing upto 2% of free float of MF eligible security on UIN basis.
7. The applicable markup rate on margin financing shall be determined by the TREC holder but such markup rate shall be capped at KIBOR (Prevailing at the close of immediately preceding day) plus 8% under NC regulations 7B.8.
8. Margin financing contract period shall be determined by the TREC holder and subject to deletion of MF eligible security from the list under NCCPL notice.
9. Applicable margins will be collected by clients until the settlement of MF (R) Transaction.
10. Mark to mark losses (MtM) shall be collected in form of cash only from the Client on day to day basis
11. Affirmed Margin Financed security shall be delivered to CDC Account of TREC Holder under BLOCK status after settlement of MF Transaction.
12. MF (R) Transaction shall be released on Net of Sale basis by the TREC Holder.
13. MR (R) Transaction Shall also be released without any sale transactions only on the settlement day of MF purchased.
14. All corporate entitlements and corporate actions of the Margin financed security shall be settled by the TREC holder
15. In case of any default and/or dispute in respect of MF (R) Transactions and/or non-fulfillment of any margin call the Margin Financed Securities and/or financier acceptable securities of the defaulting Margin Finantee shall be unblocked from the Blocked Status in the CDC account of such Margin Financier on the basis of initiation of such MF (R) Transactions and/or release of financier acceptable securities as the case may be by such Margin Financier. In such case, Margin Financier shall indemnify and hold the NCCPL harmless against any claims made by the Margin Finantee on the ground that the Margin Financed Securities should not have been unblocked for any reason whatsoever.
16. TREC holder reserves the right to sale of MF securities. If the equity participation ratio in client Account falls below the maintenance margin requirements (Minimum equity participation Ratio).

**Disclaimer:**

1. All Margin Financing risk shall be tolerated by the Client.
2. Margin finance is a double-edged sword for client. It carries greater risks than trading in cash because it can augment client's loss, just as it can augment client's profit
3. Client may loss the entire aggregate value of FAS and FPR margin if Margin financed security falls to 25% or Var of MF Transactions value.
4. Client shall loss the aggregate value of FAS and FPR margin in case of default on margin call and MtM losses.
5. In case of any disaster and/or default of client on MF obligations, TREC holder reserves the right to recover the MF Transactions liabilities from the said client
6. TREC holder reserve the right to initiate the MF (R) transaction in case client fails to fulfill MF obligations

**Undertaking:**

I/we the Client(s) hereby acknowledge that I/we have read and understood and I/we hereby agree with all the terms and conditions of this Margin Financing Agreement (MFA) and, Accordingly, have signed I/we undertake to notify you of any material changes in my/our financial circumstances or investment objectives.

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

**X**

\_\_\_\_\_ Main Applicant Joint Applicant 1 Joint Applicant 2 Joint Applicant 3 Joint Applicant 4 TREC Holder

**TERMS AND CONDITIONS**

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

**DECLARATION & UNDERTAKING (CORPORATE ACCOUNT)**

1. I/We confirm and acknowledge that we have received the Terms and Conditions, duly stamped, dated, and signed by the Compliance Officer of Participant, as an annexure to this Form at the time of signing of this Form and have carefully read, understood, accepted and agreed to be bound by the Terms and Conditions for Investor Accounts contained in Chapter 12A of the Central Depository Company of Pakistan Limited Regulations (relevant chapter is appearing in the form) which are deemed to be part of this Form. I/We further declare that all the information contained in this form is true and correct to the best of my/our knowledge and belief and undertake to inform CDC of any changes therein immediately. In case any of the above information is found to be false, untrue or misleading, I/we shall be held liable and responsible for any consequences thereof.
2. I/We hereby unconditionally and irrevocably agree and undertake to be bound by and to comply with the above attached Terms and Conditions and any other terms and conditions provided to us and placed on the website of the Participant, which may be notified from time to time with the approval of the concerned authorities modifying or substituting all or any of the above attached Terms and Conditions in connection with the opening, maintenance and operation of the IAS Account;
3. In case of erroneous or unauthorized transfer or credit of book-entry securities to our Investor Account by CDC, I/We hereby irrevocably and unconditionally authorize CDC to rectify such entries in terms of the CDC Regulations and Procedures made there under.
4. I/We the undersigned, hereby declare that:
  - a) We are not in receivership, court appointed managership or winding up or under any equivalent form of administration; and
  - b) None our chief executive, directors or other officers at any time 5 years before making of this application for opening an Investor Account with CDC, has been convicted of an offence involving moral turpitude or a non-cognizable offense against any law in connection with business, professional or commercial activities.
  - c) It is my/our sole responsibility to immediately inform CDC about any change in my registration details including any change in mailing and permanent addresses, email addresses, dividend mandate and contact numbers, failing which it will be assumed that my/our available information in the record of CDC is correct.
  - d) In case of claim of entitlement in foreign exchange we hereby undertake to fulfill all the formalities of state Bank of Pakistan in this regard.
  - e) The Terms and Conditions shall constitute a Contract between the Parties hereto and govern opening, maintenance and operations of IAS Account which shall be binding on the IAS Account Holder as well as the Participant and sharing of UIN and KYC information to/from NCCPL and ancillary matters connected therewith;
5. I/We hereby agree to receive Electronic Account Balance Statement (eStatement), eAlert and SMS Alert from CDC from time to time in respect of my/our Investor Account on my/our email address and or Mobile No. respectively provided to CDC. In case, if I/We wish to receive Account Balance Statement in Physical form or do not wish to receive any one service either eAlert or SMS alert, I/we hereby undertake to inform CDC in writing.
6. I/We hereby irrevocably and unconditionally authorize CDC to provide copies of my /our account opening documents as available in the record of CDC to the Clearing Company or any other relevant authority or entity with respect to my/our Investor Account with CDC and securities transactions made therein as deemed necessary from time to time.
7. I/We hereby acknowledge and agree to abide by the CDC Regulations and Procedures as available on CDC's website and I/we shall keep myself/ourself(ves) updated with regard to any revisions in such Regulations and Procedures.
8. I/We hereby unconditionally and irrevocably agree to be bound by and comply with the Terms and Conditions in connection with CDCaccess available on CDC website.
9. My/Our use of the CDCaccess will signify my/our consent and agreement to be bound by the CDC Regulations and Procedures and Terms and Conditions of CDCaccess as the same exist at the time of such use.
10. I/We hereby unconditionally & irrevocably agree and acknowledges that CDC shall have, among other rights, a paramount lien on the Securities in the Investor Accounts in accordance with CDC Regulation 12A.10 for recovery of charges and deposits including any applicable levy, taxes etc. of CDC, Centralized Know-Your Customer Organization, Clearing Company or any other institution or governmental department or authority.

I, the undersigned as Participant, hereby declare/ undertake/confirm that:

- a) I have provided in full the Terms and Conditions attached as an Annexure to this Form to the IAS 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 IAS Account of IAS Account Holder shall be activated/opened only upon affirmation of the Terms and Conditions by the IAS Account Holder; and
- b) I have no doubt or concern that the Terms and Conditions shared with IAS 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.

Signatures:

Authorized Signatories of the Applicant

Participant/TREC Holder

**DISCLAIMER FOR CDC ACCESS SERVICE**

**CDCaccess** by the Central Depository Company of Pakistan Limited (hereinafter referred to as “CDC” which term shall mean to include the corporate entity, board of directors, officers, employees, assigns and agents of CDC) offers Investor-Account Holders:

(i) access to information, reports, account balance statements and account maintenance services (each and collectively “Information Services”) through the Interactive Voice Response System, internet/ web access, eStatement (account balance statements sent through emails), eAlert (transaction alerts sent through email) and short messaging service (“SMS”) or any other medium of communication, as may be introduced by CDC from time to time (each and collectively a “mode of communication”); and

(ii) ability to submit earmarking instructions for DSS (“DSS”) and online transaction orders for transferring securities to other accounts as prescribed by CDC from time to time, (an “Online Transaction Order”) through the internet/web portal of *CDCaccess* any other transaction related service that may be introduced by CDC from time to time (each and collectively “Online Transaction Services”).

CDC makes no representation or warranty for any Information Service, Online Transaction Service or of any mode of communication used in *CDCaccess* and the Investor-Account Holder hereby unconditionally agrees that they shall make use of *CDCaccess* for the purposes of any Information Service or Online Transaction Service through a mode of communication subject to all hazards and circumstances as exist with the use of such modes of communication and their networks including, but not limited to, delays in communication and uploading of data/information.

CDC shall not be held liable for any improper or incorrect use of *CDCaccess* any Information Service or Online Transaction Service through any mode of communication by the Investor-Account Holder and although the information thus provided or any transactions thereby submitted is intended for Investor-Account Holders, CDC assumes no responsibility for any third party's use of information obtained from or benefit taken from any transaction submitted in *CDCaccess* and/or unauthorised dissemination or disclosure of any information or the failure to complete any transaction.

CDC shall not be liable to any Investor-Account Holder for providing and making available *CDCaccess*, the Information Services or Online Transaction Services and/or for failure or delay in the provision of such services to Investor-Account Holders and all Investor-Account Holders, who subscribe to *CDCaccess* by using a mode of communication shall be deemed to have indemnified CDC held them harmless from and against any losses, damages, costs and expenses incurred or suffered by them as a consequence of use of *CDCaccess*, the Information Services, Online Transaction Services or any other value added services.

Additionally, CDC shall not be held responsible for and does not undertake liability for any damages or injury, including but not limited to those caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, communication line failure, theft or destruction and/ or unauthorized access to, alteration of, or use of Information Services or Online Transaction Services in *CDCaccess* by any individual or corporate person.

All Investor-Account Holders hereby warrant and agree that their access of *CDCaccess* via the internet/web by use of a User-ID login, is using an advanced electronic signature and upon issuance of such User-ID login to Investor-Account Holders, they hereby waive any right to raise any objection to the compliance of the User-ID login with the criteria of an advance electronic signature.

All Investor-Account Holders shall by their conduct of accessing or, as the case may be, using a mode of communication for *CDCaccess* agrees to all the terms and conditions and terms of use as shall appear on the CDC website at [www.cdcaccess.com.pk](http://www.cdcaccess.com.pk) from time to time (these “Terms and Conditions”) which shall be deemed to have been read and agreed to by the Investor-Account Holders before using or availing *CDCaccess*.

Signatures:

Authorized Signatories of the Applicant

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