

**[NAME OF THE BROKER]
Member-----Stock Exchange
(Address of Head Office and concerned Branch Office)**

Broker Registration No.-----

ACCOUNT OPENING FORM

NOTE 1: EACH AND EVERY COLUMN MUST BE FILLED IN

NOTE 2: EACH PAGE OF THIS FORM WILL BE DULY SIGNED BY THE ACCOUNT HOLDER(S) AND THE BROKERS

NATURE OF ACCOUNT:

ACCOUNT:

SINGLE: JOINT:

CLIENT ID / ACCOUNT No: _____

CDC ACCOUNT No: _____

COMPANY: FIRM:

ACCOUNT HOLDER

JOINT ACCOUNT HOLDER

ACCOUNT TITLE/NAME: -----
ADDRESS: -----

TEL: -----
E-MAIL: -----
FAX NO: -----
PERMANENT/REGISTERED ADDRESS: -----

ACCOUNT TITLE/NAME: -----
ADDRESS: -----

TEL: -----
E-MAIL: -----
FAX NO: -----
PERMANENT ADDRESS: -----

For Individuals only:

DATE OF BIRTH: -----
NATIONALITY: -----
STATUS: -----RESIDENT -----NON-RESIDENT
GENDER: -----MALE -----FEMALE
FATHER'S / HUSBAND'S NAME: -----
NATIONAL IDENTITY CARD NO.(IN CASE OF NON
RESIDENT PASSPORT NO.): -----
OCCUPATION:-----

DATE OF BIRTH: -----
NATIONALITY: -----
STATUS: -----RESIDENT -----NON-RESIDENT
GENDER: -----MALE -----FEMALE
FATHER'S / HUSBAND'S NAME: -----
NATIONAL IDENTITY CARD NO.(IN CASE OF NON
RESIDENT PASSPORT NO.): -----
OCCUPATION:-----

For Companies or Firms only:

Company Registration No. -----
STATUS: -----RESIDENT -----NON-RESIDENT

BOARD RESOLUTION DATED _____ ATTACHED
AS ANNEXURE 'A'

Declaration of Solvency

The *Account Holder* hereby declares that:

- a) It has not applied to be adjudicated as an insolvent and that *it has* not suspended payment and that we have not compounded with our creditors;
- b) It is not un-discharged insolvent; and
- c) It has not been declared defaulter in repayment of loan of a bank/ financial institutions

Name Of Authorised Persons to Operate The Account

The account shall be operated by the following:

<u>Names</u>	<u>Specimen Signature</u>	<u>Singly/Jointly</u>
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(a)-----	-----	-----
(b)-----	-----	-----
(c)-----	-----	-----

The authority of the person(s) authorized to operate the account will be clearly spelled out in the letter of authorization from the Account Holder.

MARGIN DEPOSIT

The Account Holder(s) hereby undertakes to deposit *and maintain* -----% margin against his/her/their outstanding trades/exposure for the purpose of trading in his/her/their account. The broker shall notify the Account Holder(s) about any change in the above margin requirements for the already executed trades at least 3 days prior to the implementation of the revised margin requirements.

CLIENT BANK DETAILS:

ACCOUNT (S) WITH OTHER BROKER(S) (OPTIONAL)

NAME OF THE BANK -----
 SAVINGS / CURRENT A/C NO. -----
 BRANCH ADDRESS -----

NAME OF THE BROKER (S)	MEMBER EXCHANGE	CLIENT ID/ ACCOUNT

NOMINATION:

*(In the event of death of the Account Holder, the nominee shall be entitled to receive securities/cash available in the account of the account holder after set-off against losses/liabilities in **the** account.)*

NAME OF NOMINEE: ----- SURNAME: -----
 NIC NUMBER: -----
 DATE OF BIRTH: -----(DD/MM/YYYY)
 POSTAL ADDRESS: ----- TEL: -----
 E-MAIL: -----

SPECIAL TERMS AND CONDITIONS

The Terms and Conditions set herein below shall be equally binding, on the Broker and the Account Holder(s).

1. All transactions between the parties shall be subject to the Articles, Rules and Regulations of the Exchange, revised policies, Board Directions and new regulations to be framed in pursuance of Section 34 of the Securities and Exchange Ordinance 1969. Moreover, all applicable provisions of the Securities and Exchange Ordinance 1969 read with the Securities and Exchange Commission of Pakistan Act 1997, Brokers and Agents Registration Rules 2001, Securities and Exchange Rules 1971 and all directions/ directives passed from time to time to regulate the trades between the parties and to regulate Brokers

conduct and the Central Depository Companies of Pakistan Act 1997, Rules framed there under and the National Clearing and Settlement System Regulations and any other law for the time being in force. The Broker shall ensure provision of copies of all the above Laws, Rules and Regulations at his office for access to the Account Holder(s) during working hours.

2. The amount deposited as security margin by the Account Holder(s) with the Broker shall only be used for the purposes of dealings in securities, such as trading and/or settlement of deliveries of securities on behalf of the Account Holder(s). The Broker shall not use such amounts for his own use.

3. The Broker shall be authorized to act on the verbal instructions of the Account Holder(s). The Broker shall provide a written confirmation of the executed transactions as required under rule 4(4) of the Securities and Exchange Rules, 1971, and all such transactions recorded by the Broker in his books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/them, subject to clause 5 below.

Or;

The Account Holder(s) shall give written instructions for the sale/purchase of securities to the Broker. The Account Holder(s) shall not give any verbal/oral instructions. The Broker shall provide a written confirmation of the executed transactions as required under rule 4 (4) of the Securities and Exchange Rules, 1971, and all such transactions recorded by the Broker in his books shall be conclusive and binding upon the Account Holder(s), which shall not be questioned by him/her/them, subject to clause 5 below.

4. The Broker shall provide the confirmation of the executed transactions to the -----
----- (Name of Account Holder) at the above stated address by means of acceptable mode of communication or by hand subject to acknowledgement receipt as noted in clause 16.

5. In case there are any error(s) in the daily confirmation statement, the Account Holder(s) shall report the same to the Broker within one-business day of the receipt of confirmation. In case the Account Holder(s) do not respond within one business day of the receipt of the said daily confirmation statement, the confirmation statement shall be deemed conclusively accepted by the Account Holder(s).

6. In the event that the Account Holder(s) fail(s) to deposit additional cash or securities as margin within one business day of the margin call (in writing), the Broker shall have absolute discretion to and, without further notice to Account Holder(s), liquidate the Account Holder(s) outstanding positions, including the securities purchased and carried in such account, so that the margin is maintained at the required level.

7. The Broker shall be responsible to ensure delivery of the CDC eligible securities in the CDC account of the Account Holder(s) subject to full payment by the Account Holder(s). In case of companies which are not on the CDS, the Broker shall ensure delivery of physical shares along with verified transfer deeds against payments, to the Account Holder(s). Further, the Broker shall be responsible for the payment of any credit cash balance available in the account of the Account Holder preferably in form of A/c Payee cross cheque only within 1 business day of the request of the Account Holder(s) (subject to the maintenance of the margin requirements).

8. The Broker shall encourage the Account Holder(s) to make payments to the Broker by "A/c Payee only" cross cheque (in case of amounts in excess of Rs. 50,000/-) and "A/c Payee only" cheque or cash (for amounts below Rs. 50,000). The Broker shall be responsible to provide the receipt to the Account Holder(s) in the name of the Account Holder(s) duly signed by authorized agents / employee of the Broker and the Account Holder(s) shall be responsible to obtain the receipt thereof. In case of cash dealings, proper receipt will be taken and given to the Account Holder(s), specifically mentioning if payment is for margin or the purchase of the securities.

9. The Account Holder(s) shall have a right to obtain a copy of his/her or their ledger statement under official seal and signature of the Broker or his authorized representative on a periodic basis. In case of any discrepancy in the ledger statement, the Account Holder(s) shall inform the Broker within 1 day of receipt of the ledger statement to remove such discrepancy.

10. *The Account Holder(s) shall operate the account and execute transactions himself/herself/themselves unless the Account Holder(s) authorize Mr./Ms/-----I.D.no.--- to transact in the account. All transactions executed by the authorized person shall be binding upon the Account Holder(s).*

11. For Joint Account Holders Only:

We, the Account Holder shall operate the account jointly or severally and the instructions issued either jointly or severally shall be binding on us as well as upon the broker in respect of the joint titled account.

Or;

Our titled account shall be operated only by who shall be deemed as the authorized person for operating the joint account or issuing any instructions relating thereto.

12. The Broker shall be responsible to append a list of his authorized agents /traders and designated employees, who can deal with the Account Holder(s), with this account opening form and a copy of both the opening form and the list will be provided to the Account holder(s). Any change therein shall be intimated in writing to the Account Holder(s) with immediate effect.

13. The Broker shall debit the account of the Account Holder(s) for the commission charges or any other charges in connection with the brokerage services rendered, which shall be clearly detailed in the ledger statement/daily confirmations.

14. The Broker shall not disclose the information of the transactions of the Account Holders to any third party and shall maintain the confidentiality of this information. However, in case the Exchange or the Commission as the case may be requires any such information, the Broker shall be obliged to disclose the same for which the Account Holder(s) shall not raise any objection whatsoever.

15. In case a Broker converts his individual membership rights to corporate membership and vice versa the agreement and conditions laid down herein above shall remain effective unless otherwise agreed by the parties.

16. Acceptable mode of communication between the Account Holder(s) and the Broker shall be through letter (courier / registered post/ fax /e-mail) or by hand subject to receipt / acknowledgement. The onus of proving that the e-mail has been received by the recipient shall be on the sender sending the e-mail.

17. In case of change of address or contact numbers of either party, the concerned party shall immediately notify the other party of the changes in writing.

18. I/We, the Account Holder(s) acknowledge receipt of this account opening form (signed here by me/us in duplicate) along with the copies of all the annexure and I/we, the Account Holder(s) also undertake that I/we have understood all the above terms and conditions of this agreement which are acceptable to me/us.

19. I/we, the Account Holder(s) understand that the shares trading business carries risk and subject to the due diligence on part of the broker I/we may incur losses for which I/we, the Account Holder(s) shall not hold the Broker responsible.

0. I/We, the Account Holder(s) further confirm that all information given in this application is true and complete and hereby authorize the Broker to verify any information mentioned above.

Signature of Broker

Signature of Account Holder

Signature of Joint Account Holder

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

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

Opened by: -----

Checked by: -----

Date: -----

Enclosures (for individuals):

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

Annexure-‘A’

Board Resolution

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

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

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

Signatures of the Directors

- | | |
|----------|----------|
| 1. ----- | 2. ----- |
| 3. ----- | 4. ----- |
| 5. ----- | |

Date of Resolution:-----